

**AGREEMENT**

Agreement dated \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between CANDLE, INC., a not-for-profit corporation with offices at 120 N. Main Street, Suite 301, New City, New York, hereinafter referred to as "CANDLE", and the TOWN OF ORANGETOWN, a municipal corporation, having its offices at 26 Orangeburg Road, Orangeburg New York, hereinafter referred to as "TOWN",

WHEREAS, CANDLE serves to promote awareness of drug abuse and prevention issues for the benefit of the youth of Rockland County, including those who reside in the Town of Orangetown; and

WHEREAS, the TOWN recognizes the vital service that CANDLE provides to the residents of the TOWN, which service the TOWN would be required to provide, in some manner, were it not for the programs and other services delivered by CANDLE; and

WHEREAS, the TOWN wishes to continue its relationship with CANDLE, in the best interests of the youth of the TOWN, by providing economic assistance for calendar year 2017, absent which CANDLE will be unable to provide the level of service that it presently provides; and

WHEREAS, CANDLE'S programs are open to all young persons who reside in the Town of Orangetown;

NOW, THEREFORE, in consideration of the aforesaid, it is agreed as follows:

1. The TOWN agrees to pay CANDLE the sum of \$35,132.50 as economic assistance toward the services to be provided by CANDLE during calendar year 2017 at Tappan Zee High School, Pearl River High School, and the Nyack Center.

2. CANDLE agrees to offer primary prevention services at the CANDLE Centers located at Tappan Zee and Pearl River high schools, and at the Nyack Center, during scheduled hours of operation and at other locations as may be appropriate, throughout calendar year 2017, which programs and services shall be available to all young persons residing in the Town of Orangetown.

3. In consideration of the assistance provided hereunder, in addition to the stated services and programs to be provided, CANDLE further agree shall defend, indemnify and hold the TOWN, its Officers, Elected Officials and/or Employees, harmless from any and all liability, including from any claims, suits, judgments or otherwise, including attorneys' fees, costs and expenses, arising from, relating to, or as a result the services / operations that CANDLE. CANDLE shall procure and maintain throughout the term of this agreement, on a claims made basis, a policy of general liability insurance in an amount no less than ONE MILLION DOLLARS (\$1,000,000.00), with excess coverage of at least an additional ONE MILLION DOLLARS (\$1,000,000.00), naming the Town of Orangetown as an additional insured thereon, and further providing that same shall not be terminated, discontinued or permitted to lapse except upon prior written notice to the Town of not less than 30 days. CANDLE shall provide the TOWN with an insurance certificate, in a form acceptable to the Town Attorney, wherein the TOWN is named as an additional insured. CANDLE shall further provide proof of workers' compensation, disability and other insurance coverage as may be required by law.

4. By affixing their signatures hereto, the executing parties represent and acknowledge that each has the authority to do so and to bind the entity for which it signs.

This Agreement was approved by Town Board Resolution #\_\_\_ of 2017, duly adopted at a regular meeting of the Town Board held on April 4, 2017.

IN WITNESS WHEREOF, CANDLE and the TOWN OF ORANGETOWN have executed this Agreement the day, month and year first above written.

CANDLE, INC.

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

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

Joanne Goodman, Executive Director

TOWN OF ORANGETOWN

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

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

Supervisor Andrew Y. Stewart





**Valuation Plus, Inc.**

April 12, 2017

Supervisor - Andy Stewart  
Town of Orangetown  
26 Orangeburg Road, NY 10962

Re: Appraisal Services  
Hunt Road Property  
Tax Lot 73.15.1.17  
8.687± Acres – LIO Zoned Land  
Orangeburg, Town of Orangetown, NY

Dear Supervisor Stewart:

In accordance with your request, I am submitting a proposal to provide appraisal services for the above referenced property.

PURPOSE OF APPRAISAL

The purpose of the appraisal is to estimate the market value of the property in as-is condition. The current zoning is LIO.

METHODOLOGY

In completing the appraisal, a field inspection will be made of the property. Research will be conducted on the comparable land sales as well as an overall area evaluation. Based upon this research a determination of the Highest & Best Use will be made and an estimate of the market value will be determined.

FORMAT

The appraisal will be completed within a narrative report. All supporting information will be summarized within the report. Any photographs, maps and other exhibits considered appropriate will also be included.

CONFIDENTIALITY

The contents and conclusions of this report will be treated confidentially. The report will only be released at the direction of the client, at the direction of a court order or subpoena, or by a peer review board by the Appraisal Institute in compliance with the Code of Ethics.

TURN AROUND TIME

I have had time to review the extent of the analysis necessary to meet your needs. Based on the scope of this assignment, the report can be completed within 3 weeks from the date of acceptance.

FEE

The fee is in accordance with the time required to satisfactorily complete the assignment, both in the field and in the office. The fee for the appraisal assignment would be \$2,500.

I appreciate having the opportunity of submitting this proposal and look forward to the opportunity of working with you on this assignment. If you should have any questions or would like to discuss this proposal, please feel free to contact me.

Respectfully submitted,



Steven T. Sherwood, MAI  
President

Agreed & Accepted:

\_\_\_\_\_  
Supervisor - Andy Stewart

Date:

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**Vicki Caramante**

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**From:** Denise Sullivan  
**Sent:** Wednesday, April 12, 2017 3:28 PM  
**To:** Vicki Caramante  
**Cc:** Anthony Bevelacqua; John Edwards; Teresa Kenny  
**Subject:** RE: privileged and confidential; TOWN OF ORANGETOWN W/FRONTIER COMMUNICATIONS;  
**Attachments:** RESOLUTION CANCELLING AGREEMENT - FRONTIER 2017.docx; INTEROFFICE MEMO - TC FILE 112816.pdf

Hi Vicki:

Please place the following resolution on the Town Board Workshop of April 25, and Town Board Meeting of May 2<sup>nd</sup>. The agreement is attached and may be displayed as backup information.

**RESOLUTION**

**CANCEL AGREEMENT  
WITH FRONTIER COMMUNICATIONS, INC.**

WHEREAS the Town of Orangetown entered into a contract dated November 1, 2016 with Frontier Communications, Inc. for the purchase and installation of a telephone and E-911 voice recording system; and WHEREAS, the Director of Automated Services is concerned with the ability of Frontier Communications, Inc. to complete the terms of the agreement and wishes to cancel said agreement prior to installation or delivery; and NOW, based upon all the information before the Town Board, and the findings hereinbefore made, RESOLVED, that upon the recommendation of the Director of Automated Services, the Town Board hereby authorizes the Supervisor to execute a letter, on behalf of the Town, as proposed and written, to FRONTIER COMMUNICATIONS, INC. notifying them of the cancellation of the contract dated November 1, 2016.

Any questions, please contact the undersigned. Thank you.

Denise

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

CONFIDENTIALITY NOTICE: This e-mail and any attachments hereto may contain legally privileged and confidential information intended solely for use by the addressee(s) named herein. If you are not the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution or copying of this e-mail and any attachments hereto,

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# COOPERATIVE AGREEMENT

At

**Blauvelt State Park  
Blauvelt, New York**



## Table of Contents

## **Palisades Interstate Park Commission**

### **Cooperative Agreement**

#### **State Park, Blauvelt, New York**

This Cooperative Agreement ("Agreement") made this \_\_\_ day of \_\_\_\_\_, 201\_ by and between the State of New York, acting by and through the Palisades Interstate Park Commission (hereinafter "State Parks"), with offices at 3006 Seven Lakes Drive, PO Box 427, Bear Mountain, NY 10911, and Town of Orangetown (hereinafter the "Licensee"), with offices at 26 Orangeburg Rd., Orangeburg, New York 10962.

#### **WITNESSETH:**

**WHEREAS**, pursuant to subdivision 5 of Section 9.05 of the Parks, Recreation and Historic Preservation Law, the Palisades Interstate Park Commission is authorized to enter into contracts and other agreements for facilities operated under its jurisdiction; and

**WHEREAS**, the land constituting the Blauvelt State Park located in Blauvelt, N.Y. (hereinafter "Park") is owned the People of the State of New York and under the jurisdiction of the Palisades Interstate Park Commission; and

**WHEREAS**, the Licensee is a not-for-profit corporation organized under and pursuant to the Laws of the State of New York; and

**WHEREAS**, the Licensee has agreed to assume and continue responsibility for the operation and management of quality public programming in accordance with Attachment D "Program Description" at the Park and State Parks has determined that the best interests of the State will be served by the operation of the aforesaid programming by the Licensee in cooperation with State Parks.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained in this Cooperative Agreement, State Parks and Licensee agree as follows:

#### **1. Contract Documents**

a) This Cooperative Agreement is comprised of the following documents, all of which are hereby incorporated by reference:

- i. Cooperative Agreement
- ii. Attachment A - Description of the Licensed Premises
- iii. Attachment B - Inventory of Equipment
- iv. Attachment C - Requirements for Capital Construction Projects

- v. Attachment D – Program Description
- vi. Appendix A - Required Clauses for All New York State Contracts

b) In the event of any inconsistency in or conflict among the document elements of the Cooperative Agreement identified herein, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the order set forth below.

- i. Appendix A - Required Clauses for All New York State Contracts;
- ii. Cooperative Agreement, including all schedules, exhibits, attachments and amendments.

## **2. Licensed Premises**

The “Licensed Premises” shall refer to the Park or portion thereof described and delineated in Attachment A hereto. The Licensed Premises shall be restricted to the areas specifically depicted in Attachment A and Licensee shall have no rights beyond the delineated areas, except as may be provided specifically herein or hereafter expressly granted by State Parks in writing.

## **3. Term**

Initial term: 20 years

Commences: May 15, 2017

Terminates: February 1, 2037

This Cooperative Agreement may be extended for an additional term equal to the initial term by mutual agreement between State Parks and Licensee.

If at any time during the term of this Cooperative Agreement, State Parks in its sole discretion, determines that it needs the Licensed Premises for any use necessary or convenient to the performance of its public purposes, State Parks may terminate this Cooperative Agreement on giving to the Licensee thirty (30) days notice in writing of intention so to do, and upon the giving of such notice, this Cooperative Agreement and the terms thereof shall terminate, expire and come to an end on the date fixed in such notice, as if said date were the date originally fixed in this Cooperative Agreement for the termination or expiration thereof.

## **4. Grant of License**

State Parks hereby grants to Licensee a license to occupy and use the Licensed Premises, together with the equipment, fixtures, improvements and other property identified in

Attachment B – “Inventory of Equipment.” State Parks and Licensee hereby acknowledge that the Licensed Premises constitute public, non-residential spaces within a State Park and that for all purposes hereunder State Parks grants only a right to use the Licensed Premises “as is/where is” and without warranty, and subject to Licensee performing and undertaking on-going maintenance, operating costs and certain periodic renovations to be reviewed and approved in advance by State Parks in accordance with the requirements set forth herein.

## **5. Fees and Other Payments**

- a) Licensee shall make payment to State Parks of all fees and other amounts due, if any, under this Cooperative Agreement and shall perform all obligations in accordance with the financial and other requirements set forth in this Cooperative Agreement. Licensee shall be solely responsible for such fees until paid and delivered to State Parks as provided herein.
- b) Licensee shall pay to State Parks any fees or other payments as follows: upon invoicing by State Parks.
- c) The schedule for payments may be modified in writing at the Sole discretion of State Parks.
- d) Failure by Licensee to submit payment(s) on or before the due date for such payment shall be considered a material breach of this contract.

## **6. Construction by Licensee**

- a) Licensee shall not erect any structures, make any modifications, alterations, additions, improvements, repairs or replacements or do any construction work on, to or affecting the Licensed Premises and/or the Park, or install any fixtures in or on the Licensed Premises without the prior written consent of State Parks. In the event any construction, improvement, alteration, modification, addition, repair or replacement is made or done with or without such consent and unless the consent of State Parks shall expressly provide otherwise, the same shall immediately become the property of State Parks and Licensee shall have no right to change or remove the same either during the term or at the expiration thereof. Notwithstanding the foregoing, immediately upon notice from State Parks given at any time during the term of this Cooperative Agreement, Licensee shall remove or change any improvements made or done by it without State Parks’ consent.
- b) Licensee has thoroughly examined and inspected the Licensed Premises and agrees to take the Licensed Premises “as is” in the condition they are in when vacated and turned over to Licensee by State Parks. Licensee acknowledges that it has not relied upon any representation or statement of State Parks or of its officers, agents or employees as to

the suitability of the Licensed Premises for the operations permitted thereon by this Cooperative Agreement. State Parks shall have no obligation hereunder for finishing work or preparation of the Licensed Premises for Licensee's use unless expressly agreed to in writing by State Parks. Licensee agrees to perform at its sole cost and expense all construction and installation work that it may require to finish off and decorate the Licensed Premises in a manner suitable for the uses authorized by this Cooperative Agreement.

d) Licensee shall require all of its construction consultants and contractors to indemnify and insure the Indemnitees (as defined herein). Insurance coverage shall be provided only by an insurer duly licensed in the State of New York. All insurance policies and certificates shall name as additional insured "the Palisades Interstate Park Commission and the People of the State of New York, the New York State Office of Parks, Recreation and Historic Preservation, their officers, agents and employees." Designating State Parks as a "certificate holder" shall not constitute compliance with this section.

e) Any capital project to be undertaken by Licensee shall be in accordance with the provisions of Attachment C - Requirements for Capital Improvement Projects, annexed hereto. Any proposed modification of any building's interior, exterior or surrounding landscape must be specifically reviewed and approved in writing by State Parks.

f) Compliance with the State Environmental Quality Review Act and the State Historic Preservation Act are express conditions of this License. No alteration of the structure or significant departure from the traditional and current use of the Licensed Premises shall be permitted except after review in compliance with the State Environmental Quality Review Act and the State Historic Preservation Act.

g) Any alteration of the structure or significant departure from the traditional and current use of the Licensed Premises and any capital project undertaken by the Licensee must comport with the master plan of the Park.

## **7. Coordination with State Parks' Officials**

Licensee shall cooperate with State Parks' officials and will comply with all reasonable requests made by such officials with respect to the operation and maintenance of the Licensed Premises.

## **8. Operation of the Licensed Premises**

a) Licensee shall maintain the Licensed Premises, and any equipment or ancillary facilities included under this Cooperative Agreement, in an attractive, safe, operable, sanitary and inviting condition at all times, including all buildings or portions thereof, if any, used for the handling, preparation, storage and service of food, disposal of waste and refuse, public lobbies and lounges, restrooms, entrances and exits. Licensee shall keep the

sidewalks and grounds of the Licensed Premises in a safe, clean, neat and attractive condition.

b) Hours of operation shall be coordinated with the schedule of the operation of the Park. With the prior written approval of State Parks, extended hours of operation are permitted provided, however, that such operation shall not cause a public nuisance or disturbance.

c) State Parks reserves the right to use the Licensed Premises without cost for official events and purposes, subject to written notice to Licensee and prior or conflicting scheduled events of Licensee.

d) Licensee shall not commit any nuisance on the Licensed Premises, or do or permit to be done anything which may result in the creation or commission of a nuisance on the Licensed Premises, and Licensee shall not cause or permit to be caused or produced upon the Licensed Premises, to permeate the same or to emanate therefrom, any unusual, noxious or objectionable smokes, gases, vapors odors or objectionable noises.

e) Licensee shall not use or connect any equipment or engage in any activity or operation in the Licensed Premises which will cause or tend to cause an overloading of the capacity of any existing or future utility, mechanical, electrical, communication or other systems, or portion thereof, serving the Licensed Premises, nor shall Licensee do or permit to be done anything which may interfere with the effectiveness or accessibility of existing and future utility, mechanical, electrical communication or other systems or portions thereof on the Licensed Premises or elsewhere at the Park.

f) Licensee shall not overload any floor, roadway, passageway, pavement or other surface or any wall, partition, column or other supporting member, or any elevator or other conveyance, in the Licensed Premises or at the Park and without limiting any other provision of this Cooperative Agreement, Licensee shall repair, replace or rebuild any such damage caused by overloading.

## **9. Maintenance and Repairs**

a) The Licensed Premises, including any common areas allocated to Licensee as set forth in Attachment A shall be maintained and kept in good and acceptable repair (as determined by State Parks) by Licensee at its own expense, and shall be surrendered by Licensee at the expiration or termination of this Cooperative Agreement to State Parks in as good condition as when received, reasonable wear and tear and loss from casualty excepted.

b) Licensee agrees to maintain proper maintenance and repair records and to make these records available to State Parks upon request.

c) At any time during the term of this Cooperative Agreement, State Parks shall have the right to inspect the Licensed Premises with regard to the level of maintenance being performed by Licensee, upon giving Licensee twenty-four (24) hours notice of such inspection. If, as a result of such inspection, it is the written determination of State Parks that any deficiencies exist in the condition of those areas within Licensee's area of responsibility, State Parks shall so inform Licensee in writing. Licensee shall correct such deficiencies within ten (10) working days of such notice, at which time a follow-up inspection shall be conducted. If the deficiencies have not been corrected at the time of such follow-up inspection, State Parks shall have the right to correct such deficiencies itself and to bill Licensee for the cost of labor and materials used, such bill to be paid by Licensee upon presentation. The repeated or persistent failure of Licensee to properly maintain the Licensed Premises shall constitute a material breach of this Cooperative Agreement and may, at the option of State Parks, result in termination thereof.

d) Licensee shall repair, replace, rebuild and paint all or any part of the Licensed Premises or of the Park which may be damaged or destroyed by the acts or omissions of Licensee, its officers, members, employees, agents, representatives, contractors, customers, guests, invitees or other persons who are doing business with Licensee or who are present at the Licensed Premises or the Park with the consent of Licensee.

#### **10. Qualified Staff**

a) Licensee shall employ only duly qualified and competent staff and volunteers to oversee and administer the operation of the Licensed Premises.

b) Licensee shall be responsible for the recruitment and screening of appropriate personnel and verification of credentials, references and suitability for working with the public, including children. At a minimum, Licensee shall comply with guidelines and procedures of State Parks provided to Licensee in writing, including the following:

i. Licensee will be responsible for screening of all personnel, including substantiating credentials and reference checks. In addition, Licensee will check each prospective personnel against the Statewide Sexual Offenders Registry.

ii. Licensee agrees not to hire or retain any personnel who refuse to provide the names of references; provide documentation of credentials; provide information on criminal conviction records; or provide any other requested information that bears on the applicant's fitness to work with or in close proximity to the public, including children.

iii. Licensee agrees not to hire or retain any personnel who have not completely and truthfully reported information concerning their criminal convictions; or whose criminal convictions record directly bears on their fitness to work with or in close proximity to the public, including children, or whose employment would involve an unreasonable risk to the safety or welfare of the public, including children, subject to and consistent with Article 23-A of the New

York State Correction Law; or who have been the subject of an indicated child abuse and maltreatment report on file with the State Central Registry, or are the subject of an ongoing investigation pursuant to a child abuse and maltreatment report on file with this Registry.

c) State Parks reserves the right to require Licensee to discipline, retrain or replace any employee whose conduct or appearance is unprofessional and/or inconsistent with the standards of State Parks. To the extent commercially reasonable, any collective bargaining agreement entered into between Licensee and any labor union or organization must recognize the foregoing right of State Parks, and no such collective bargaining agreement shall in any way affect or diminish the rights of State Parks hereunder.

## **11. Housekeeping and Sanitation**

a) Licensee shall at all times keep the Licensed Premises and any ancillary or common area used by Licensee in a clean and sanitary condition.

b) Licensee shall be responsible for keeping all interior spaces within the Licensed Premises free from ants, flies, roaches, rodents, and all other insects or vermin. Licensee shall bear all costs incurred as a result of keeping the Licensed Premises free from pests and vermin.

c) All State and local health and sanitary codes, standards and regulations, including sanitary standards established and issued by State Parks, shall be adhered to at all times. Violation of such codes, standards or regulations will result in written warnings to the Licensee and shall be corrected by Licensee within two (2) working days. If such deficiencies have not been corrected within two (2) working days, State Parks shall have the right to correct the deficiencies and to charge the Licensee for the actual cost of labor and materials. Nothing contained in this section shall limit any other rights of State Parks pursuant to this Cooperative Agreement. Failure of the Licensee to correct the health or sanitary code violations shall be deemed a material breach of this Cooperative Agreement. For purposes of this Cooperative Agreement, such charges by State Parks shall be deemed an additional fee owed by Licensee. The closing of the Licensed Premises, or any portion thereof, by a State or County health agency shall be deemed a material breach of this Cooperative Agreement. Immediately upon receipt by the Licensee's on-site management, Licensee shall forward a copy of any notice, inspection report, and/or citation received from any State or County health agency, to State Parks' Regional Headquarters and Albany Concession Bureau.

## **12. Utilities, Trash and Debris**

a) ~~(Strike one) [The Licensee shall be solely responsible for the cost of utilities, including but not limited to, electricity, fuel oil, natural gas, propane and telephone service, utilized at the Licensed Premises.][All utilities, with the exception of telephone which shall be the Licensee's responsibility, shall be separately metered and billed to the Licensee by~~

~~State Parks. Licensee shall be solely responsible for all charges for utilities and shall remit payment to State Parks within thirty (30) days of the receipt of all bills.] N/A~~

b) State Parks shall not be responsible for the installation of any water supply, sewers, drainpipes or fixtures, or electric, fuel oil or gas lines or fixtures beyond those already in place prior to the granting of this Cooperative Agreement. If additional utility installations within the Licensed Premises are required as a result of a capital or other project proposed by Licensee, the full cost thereof shall be borne by Licensee unless otherwise agreed to by State Parks.

c) Failure or neglect by Licensee to pay for any utility services and/or any failure which results in termination of utility service to the Licensed Premises shall be deemed a material breach of this Cooperative Agreement.

d) In the event of fluctuation or interruption of water supply, electricity, or other utility services to the Licensed Premises, Licensee shall be solely responsible for the cost and provision of its own sources of temporary power or other utilities as may be necessary.

e) The cost of storage, removal and disposal of all refuse and garbage generated from Licensee's performance hereunder is the sole responsibility of Licensee. Disposal of all refuse left by patrons on the Licensed Premises is the responsibility of Licensee. Licensee shall utilize weather and animal resistant containers for the storage of refuse.

### **13. Use of Biodegradable/Recyclable Products**

Licensee shall use recyclable materials in the preparation and/or service of food. All such materials will be rinsed, collected and brought to a recycling center for disposal by the Licensee. The Licensee shall provide appropriate receptacles to allow the public the opportunity to separate recyclable material from biodegradable waste resulting from sales made at the Licensed Premises.

### **14. Hazardous Materials**

a) Licensee shall not use or permit the storage at the Licensed Premises of any hazardous substances or materials, including illuminating oils, oil lamps, turpentine, benzene, naphtha or other similar substances or explosives of any kind, or any substance or thing prohibited by the standard policies of fire insurance companies in the State of New York.

b) Licensee shall properly handle, store, and use all fuel, including propane tanks in a manner that meets all applicable building and fire codes, rules and regulations.

c) No fireworks, fireworks displays, or performances involving pyrotechnics of any kind are authorized or permitted pursuant to this Cooperative Agreement without the expressed prior written approval of State Parks.

**15. Sale of Alcoholic Beverages and Tobacco Products**

No alcoholic beverages or tobacco products (including faux, candy or other tobacco-like products) may be sold at the Licensed Premises without the specific written approval of State Parks.

**16. Deliveries**

Deliveries of supplies and equipment to Licensed Premises by commercial vehicle shall be scheduled and coordinated with the Park Manager so as to not conflict with Park operations.

**17. Advertising, Promotional Materials and Branding**

a) State Parks reserves the right to require the Licensee to utilize a standard design style, template or format in all advertisements or promotional materials including, but not limited to, all broadcast, print media (including flyers, brochures, pamphlets and inserts) or website design.

b) In all advertising, promotional materials, signage, press advisories or any other public communication, Licensee shall refer to the Licensed Premises as “[Facility] operated [Licensee] pursuant to a Cooperative Agreement with the Palisades Interstate Park Commission.”

**18. Sponsorships**

a) Sponsorship opportunities may be allowed subject to the prior written approval of State Parks as to form, content and manner of presentation. Sponsorship by companies, interests or organizations that are directly identified with the sale or use of alcoholic beverages, tobacco products, or casino gambling are strictly prohibited. Sponsorship opportunities include, but are not limited to, program inserts, product sampling, and advertising displays at the Licensed Premises.

b) Sponsorship of the Licensed Premises, or its programs and services authorized by this Cooperative Agreement, is subject to the approval of State Parks, and may not be procured by Licensee without the expressed written approval of State Parks.

c) Licensee is not authorized to sell, lease, license, market or otherwise offer so-called “naming rights” to the Licensed Premises without the expressed written permission of State Parks. “Naming rights” as used herein shall include, without limitation, recognition of contributors and donors of money, property, services or anything of value to Licensee.

**19. Sale or Distribution of Products or Services Not Authorized**

Nothing in this Cooperative Agreement authorizes Licensee to sell or distribute any items, or to promote or provide any commercial services to the public at the Licensed Premises other than those specifically enumerated herein, or which State Parks specifically approves in writing. Licensee shall not commercially exploit the Licensed Premises for any purpose other than as may be authorized in this Cooperative Agreement or as may be otherwise specifically approved by State Parks in writing. State Parks reserves for its sole benefit all other rights to the Licensed Premises, including but not limited to, the right to retain all revenues derived from other sources not specifically granted to Licensee.

**20. Signage**

State Parks reserves the exclusive right to erect, remove or change signs at the exterior of the Licensed Premises as it deems necessary and desirable for the convenience of the public. No exterior signs shall be erected on or removed or changed by Licensee without the prior written approval of State Parks.

**21. Ingress and Egress**

Licensee for itself, its officers, employees and such business invitees as are at the Licensed Premises shall have the right of ingress and egress between the Licensed Premises and the public streets and park roads. Such right shall be exercised by means of such public areas and pedestrian or vehicular ways, and by means of such other facilities for movement of persons or property, to be used subject to all the provisions of this Cooperative Agreement and in common with others having rights of passage and movement within the Park as may from time to time be designated by State Parks for the use of the public. The use of any such facility, way or other area shall be subject to the rules and regulations of State Parks and the Park which are now in effect or which may hereafter be promulgated for the safe and efficient operation of the Park.

**22. Books of Account and Financial Reporting**

a) Licensee shall keep books and records of account in accordance with generally accepted accounting principles and procedures. Licensee shall permit State Parks and/or its authorized representatives and consultants to inspect and audit appropriate books and records at any reasonable time, after giving Licensee twenty-four (24) hours notice of the date and time of such inspection and audit. Such right of inspection and audit shall exist during the term of this Cooperative Agreement and for a period of six (6) years after its expiration or termination.

b) On or before the fifteenth day of April of each calendar year of this Cooperative Agreement, Licensee shall provide State Parks with a Certified Financial Statement (in a

format approved by State Parks) covering the operation of the Licensed Premises for the preceding calendar year.

**23. Insurance**

a) Licensee shall procure at its sole cost and expense insurance with limits not less than those described below and as required by the terms of this Cooperative Agreement, or as required by law, whichever is greater and shall provide coverage to Licensee and State Parks for claims of damage to property and personal injuries, including death, which may arise from the conduct of Licensee and/or the performance of the services authorized by this Cooperative Agreement. Limits may be provided through a combination of primary and umbrella/excess policies. Said insurance shall be obtained from a company licensed to conduct business in the State of New York.

b) Upon annual renewal of insurance coverage, a current insurance certificate evidencing such insurance coverage must be submitted to State Parks. Insurance shall be provided in the following minimum amounts:

i. **Commercial General Liability Insurance** with a limit of not less than two million dollars (\$2,000,000) per occurrence. Such coverage shall be written on the ISO CG 00 01 or substitute form providing equivalent coverages and shall cover liability arising from premises operations, products-completed operations and personal and advertising injury. Fire legal liability of \$500,000 is required; if such insurance contains an aggregate limit, it shall apply separately on a per-location basis, and

ii. In the event that Licensee operates an automobile or other motor vehicle in conjunction with any activities authorized by this Cooperative Agreement, then Licensee will obtain **Comprehensive Business Automobile Liability Insurance** with a limit of not less than two million dollars (\$2,000,000) for each accident. Such insurance shall cover liability arising out of any automobiles including owned, leased, hired and non-owned automobiles (if vehicles are utilized for operations under this Cooperative Agreement).

c) Licensee shall require that all independent contractors shall have insurance policies providing commercial general liability with a limit of not less than two million dollars (\$2,000,000), workers compensation, disability and comprehensive business automobile liability insurance to the extent set forth in the section. Licensee shall provide State Parks with a certificate from such independent contractor evidencing such coverage, and naming State Parks as additional insureds as provided herein. In order to comply with Sections 57 and 220(8) of the Workers' Compensation Law, State Parks requires annual proof of both Workers' Compensation Insurance and Disability Insurance. The following are the only acceptable means of proof (Please note that ACORD forms are NOT acceptable proof of coverage):

**i. Disability Benefits:**

- 1) WC/DB-100: Affidavit for New York Entities with no employees and certain out of state entities, that NYS Workers Compensation and/or Disability Benefits Insurance coverage is not required; or
- 2) DB-120.1: Certificate of Disability Benefits Insurance; or
- 3) DB-155: Certificate of Disability Benefits Self-Insurance.

**ii. Workers' Compensation:**

- 1) WC/DB-100(9-07): Affidavit for New York Entities with no employees and certain out of state entities, that NYS Workers Compensation and/or Disability Benefits Insurance coverage is not required; or
- 2) C-105.2(9-07): Certificate of Workers' Compensation Insurance; note: the State Insurance Fund provides its own version of this form, the U-26.3; or
- 3) SI-12: Certificate of Workers' Compensation Self-Insurance.

**d)** Insurance coverage shall be provided only by an insurance carrier rated A- Class VII or better throughout the term of this Cooperative Agreement. Such carrier shall be duly licensed in the State of New York.

**e)** All insurance policies and certificates shall name as additional insured "*the Palisades Interstate Park Commission and the People of the State of New York, the New York State Office of Parks, Recreation and Historic Preservation, their officers, agents and employees.*" Designating State Parks as a "certificate holder" shall not constitute compliance with this section.

**f)** All insurance coverage shall be written such that State Parks is afforded at least thirty (30) days prior notice of cancellation or modification of coverage.

**g)** Licensee shall notify State Parks of any claims, including without limitation claims involving bodily injury, death or property damage, arising on or within the Licensed Premises. Such notice shall be provided in writing as soon as practicable, however in any event within five days of Licensee's receipt of notice of the accident or claim.

**h)** Coverage required in this section and any insurance retention or deductible may be adjusted by State Parks if, in its sole reasonable judgment, levels of risk associated with Licensee's operations require modification of coverage that is commercially available at commercially reasonable rates and carried by other operators of similar businesses.

**i)** Failure of the Licensee to obtain and maintain appropriate insurance as specified and without gap may be deemed a material breach of this Cooperative Agreement and at the sole discretion of State Parks may be cause for termination. If Licensee is unable to

maintain insurance coverage at the required levels and State Parks can obtain acceptable coverage, State Parks may elect to purchase such policies and Licensee shall immediately reimburse State Parks for all costs incurred.

## **24. Indemnity & Claims**

**a)** Licensee assumes all risks in the performance of all activities authorized by this Cooperative Agreement and agrees to defend, indemnify and hold harmless the Palisades Interstate Park Commission and the People of the State of New York, the Office of Parks, Recreation and Historic Preservation, their officers, employees, agents and assigns (hereinafter, collectively the "Indemnitees") from and against any and all claims, suits, losses, damage or injury to persons or property of whatsoever kind and nature, whether direct or indirect, caused or contributed to by Licensee and Licensee's contractors, vendors, materialmen, employees, agents, invitees and guests, and/or arising out of Licensee's conduct and/or Licensee's performance pursuant to this Cooperative Agreement, provided however that Licensee's indemnity shall not extend to any claims, liabilities, losses, damages, expenses, accidents or occurrences arising out of, relating to, or in connection with: (i) the negligence of any Indemnitee; or (ii) the Indemnitees' ordinary upkeep and maintenance of the Park and its grounds and facilities outside of the Licensed Premises. Licensee shall defend at its sole cost and expense any action commenced for the purpose of asserting any claim of whatsoever character arising out of this Cooperative Agreement. Licensee's responsibility under this section shall not be limited to the required or available insurance coverage.

**b)** For all purposes hereunder, State Parks shall not be liable for any injury, loss or damage to Licensee, its agents, servants, contractors, vendors, invitees and guests, or to any person happening on, in or about the Licensed Premises or its appurtenances, nor for any injury or damage to the Licensed Premises or to any property belonging to Licensee or to any other person, that may be caused by fire, theft, breakage, vandalism or any other use or misuse or abuse of any portion of the Licensed Premises, including but not limited to any common areas, sidewalks, roads, or water in or adjacent to the Licensed Premises, or that may arise from any other cause whatsoever, unless, and only to the extent of the proportion of which any such injury, loss or damage is determined to be caused by the negligence of State Parks.

**c)** State Parks shall not be liable to Licensee, its agents, servants, contractors, vendors, invitees and guests, or any other person, for any failure of water supply, gas supply or electric current, nor for any injury or damage to any property of Licensee or any other person or to the Licensed Premises, caused by or resulting from spill or release of gasoline, oil, steam, gas, or electricity, or caused by leakage of any substance from pipes, appliances, sewers or plumbing works, or caused by hurricane, flood, tornado, wind or similar storm or disturbance, or caused by water, rain or snow that may leak or flow from the street, sewers or subsurface areas, or from any part of the Licensed Premises or any body of water within or adjacent to the Licensed Premises, or caused by any public or quasi-public work, unless,

and only to the extent of the proportion by which any such injury, loss or damage is determined to be caused by the negligence of State Parks.

**d)** Licensee shall not create or cause to be created any lien, encumbrance or charge upon the Licensed Premises, the Park, or any part thereof. If any mechanics, laborers or similar statutory or common law lien (including tax liens, provided that the underlying tax is an obligation of Licensee by law or by a provision of this Cooperative Agreement) caused or created by Licensee is filed against the Licensed Premises, or if any public improvement lien created or caused to be created by Licensee is filed against any assets of, or funds appropriated by State Parks, then Licensee shall, within forty-five (45) days after receipt of notice of the lien, cause it to be vacated or discharged of record by payment, deposit, bond, court order, or otherwise. However, Licensee shall not be required to discharge any such lien if Licensee shall have: (i) furnished State Parks with, at Licensee's option, a cash deposit, bond, letter of credit (from an institutional lender in a form satisfactory to State Parks), or other security reasonably satisfactory to State Parks in an amount sufficient to discharge the lien and all applicable interest, penalties and/or costs; and (ii) brought an appropriate legal proceeding to discharge the lien and is prosecuting such proceeding with diligence and continuity; except that if despite Licensee's efforts to discharge the lien State Parks reasonably believes the lien is about to be foreclosed and so notifies Licensee, Licensee shall immediately cause such lien to be discharged of record or State Parks may use the security furnished by Licensee in order to discharge the lien.

**25. Waiver of Damages**

Licensee waives any and all claims for compensation from the State of New York and State Parks for any and all loss or damage sustained by reason of any defect, deficiency or impairment of utility service including but not limited to light, electrical current, gas or water supply which may occur from time to time for any cause; and for any loss or damage sustained by Licensee resulting from weather, fire, water, tornado, civil commotion, riots, earth movement or other similar cause beyond the control of State Parks.

**26. Rights Upon Loss from Casualty**

**a)** If a loss or damage from casualty is suffered, Licensee shall give notice of the loss to State Parks. State Parks shall consult with Licensee prior to making a determination of whether or in what manner the loss or damage can or should be restored to substantially the same condition as existed prior to such loss from casualty.

**b)** If the loss from casualty is such that the Licensed Premises is totally or partially destroyed to the extent that Licensee's performance hereunder is substantially interrupted or impeded, then Licensee and State Parks shall each have the right, by notice to the other, to terminate this Cooperative Agreement. In the event of such termination, Licensee shall pay to State Parks all fees due for the period through and including the date of loss from casualty, and Licensee and State Parks shall otherwise finalize all open matters and obligations between them. Should State Parks elect to terminate this Cooperative

Agreement under this section, within thirty (30) days of Licensee's receipt of such notice, Licensee shall have the right to elect, upon written notice to State Parks, to restore the Licensed Premises at Licensee's sole cost and expense. Licensee shall have the right to apply the proceeds of any policy of insurance procured by Licensee to the restoration of the Licensed Premises. If Licensee elects to restore the Licensed Premises, such restoration work shall be subject to the approval of State Parks pursuant to the same terms of this Cooperative Agreement as are applicable to capital improvement projects, including without limitation, the provisions of Attachment C hereof.

c) If the loss from casualty does not totally destroy the Licensed Premises or otherwise substantially interrupt or impede Licensee's performance hereunder, Licensee shall proceed with performance of this Cooperative Agreement.

## **27. Termination**

a) In addition to all other rights of termination provided by law and in this Cooperative Agreement, if any one or more of the following events shall occur:

i) Licensee shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement or its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or of any State thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all its property; or

ii) By order or decree of a court, Licensee shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any State thereof; or

iii) A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against Licensee and shall not be dismissed within forty-five (45) days after the filing thereof; or

iv) The actual or purported letting hereunder of the interest or estate of Licensee under this Cooperative Agreement shall be transferred to, pass to or devolve upon, by operation of law or otherwise, any other person, firm or corporation except upon the express written approval of State Parks; or

v) By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer, a receiver, trustee, or liquidator shall take possession or control of all or substantially all the property of Licensee, or any execution or attachment shall be issued against Licensee or any of its property, whereupon possession of the Licensed Premises

shall be taken by someone other than Licensee, and any such possession or control shall continue in effect for a period of twenty (20) days; or

**vi)** Any lien is filed against the Licensed Premises because of any act or omission of Licensee and is not removed or bonded as provided for herein; or

**vii)** Licensee shall fail duly and punctually to pay the fees or to make any other payment required hereunder when due to State Parks and such failure shall continue for a period of twenty (20) days after State Parks shall have given Licensee a written notice and demand therefore; or

**viii)** Licensee shall fail to keep, perform and observe each and every material promise, covenant and agreement set forth in this Cooperative Agreement on its part to be kept, performed, or observed, within ten (10) days after receipt of notice of default thereunder from State Parks (except where fulfillment of its obligation requires activity over a period of time, and Licensee shall have commenced to perform whatever may be required for fulfillment within ten (10) days after receipt of notice and continues diligently such performance without interruption except for causes beyond its control); or

**ix)** Licensee shall cease to be duly authorized to conduct business in the State of New York.

Then upon the occurrence of any such event or at any time thereafter during the continuance thereof, State Parks may by ten (10) days notice terminate this Cooperative Agreement, such termination to be effective upon the date specified in such notice. Such right of termination and the exercise thereof shall be and operate as a conditional limitation.

**b)** No waiver by State Parks of any default on the part of Licensee in performance of any of the terms, covenants or conditions hereof to be performed, kept or observed by Licensee shall be or be construed to be a waiver by State Parks of any other or subsequent default in performance of any of the said terms, covenants and conditions.

**c)** The rights of termination described above shall be in addition to any other rights of termination provided in this Cooperative Agreement and in addition to any rights and remedies that State Parks would have at law or in equity consequent upon any breach of this Cooperative Agreement by Licensee, and the exercise by State Parks of any right of termination shall be without prejudice to any other such rights and remedies.

**d)** Licensee hereby waives its right to trial by jury in any summary proceeding, ejectment or other action that may hereafter be instituted by State Parks against Licensee in respect of the Licensed Premises or in any action that may be brought by State Parks to recover fees, damages, or other sums payable hereunder. Licensee shall not interpose any claims as counterclaims in any summary proceeding or action for non-payment that may

be brought by State Parks unless such claims would be deemed waived if not so interposed.

**28. Force Majeure**

If either State Parks or Licensee shall be delayed or prevented from the performance of any act required by this Cooperative Agreement by reason of acts of God, weather, earth movement, lockout or labor trouble, unforeseeable restrictive governmental laws or regulation, or acts of war, riot or other similar causes, without fault and beyond the reasonable control of the party obligated, performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay; provided, however, nothing in this section shall excuse Licensee from the prompt payment of any and all fees payable to State Parks pursuant to this Cooperative Agreement.

**29. Compliance with all Laws, Rules and Regulations**

Licensee shall comply with all federal and state laws, codes and regulations applicable to the conduct of the activities authorized by this Cooperative Agreement, including all other applicable governmental regulations affecting the Licensed Premises in regard to the sale, use and storage of foodstuffs, beverages, and tobacco. Licensee shall procure at its own expense all permits, licenses or other approvals necessary for the performance of this Cooperative Agreement.

**30. Iran Divestment Act**

a) As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL) §165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL §165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

b) By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

c) Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before State Parks may approve a request for Assignment of Contract

d) During the term of the Contract, should State Parks receive information that a person is in violation of the above-referenced certification, State Parks will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then State Parks shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

e) State Parks reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

**31. Choice of Law/Damages**

a) This Cooperative Agreement shall be governed and interpreted in accordance with the laws of the State of New York. Any and all claims against State Parks arising out of this Cooperative Agreement shall be limited to money damages and commenced exclusively in, and subject to the jurisdiction of the New York State Court of Claims.

b) Any and all claims against Licensee for damages to State Parks and/or any actions to enforce the terms and conditions of this Cooperative Agreement shall be enforceable in any appropriate court in Albany County, New York, which shall be the sole venue.

**32. Integration Clause**

This Cooperative Agreement shall not be materially amended, changed or otherwise modified except in writing signed by both parties and approved by the Executive Deputy Commissioner or designee. Except to the extent that documents are incorporated herein by reference, this Cooperative Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties in connection therewith. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Cooperative Agreement. This Cooperative Agreement shall be interpreted without construing any provision in favor of or against either party by reason of the drafting of the provision.

**33. Rights of Third Parties**

Nothing contained in this agreement shall create or give to third parties any claim or right of action against the Indemnitees as defined herein, or any interest in real or personal property of the State of New York, beyond that as may legally exist without regard to this agreement.

**34. Rights of Entry Reserved**

State Parks by its duly authorized officers, employees, agents, representatives and contractors shall have the right at all reasonable times during business hours and upon reasonable oral notice to Licensee's manager or his designee to enter upon the Licensed Premises for the purpose of inspecting the same, for observing the performance by Licensee of its obligations under this Cooperative Agreement, and for the doing of any official act or thing which State Parks may be obligated or have the right to do under this Cooperative Agreement or in accordance with law. In case of emergency or exigent circumstances threatening the health, safety or welfare of the public, or the physical integrity of the Licensed Premises, State Parks reserves an unrestricted right of entry to the Licensed Premises at all times.

**35. Right of Re-entry**

State Parks shall, as an additional remedy upon the giving of a notice of termination as provided this Cooperative Agreement, have the right to re-enter the Licensed Premises and every part thereof upon the effective date of termination without further notice of any kind, and may regain and resume possession either with or without the institution of summary or any other legal proceedings or otherwise. Such re-entry, or regaining or resumption of possession, however, shall not in any manner affect, alter or diminish any of the obligations of Licensee under this Cooperative Agreement, and shall in no event constitute an acceptance of surrender.

**36. Surrender of License**

a) No agreement of surrender or to accept a surrender shall be valid unless and until the same shall have been reduced to writing and signed by the duly authorized representatives of State Parks and Licensee. Except as expressly provided in this Section, neither the doing of, nor any omission to do, any act or thing, by any of the officers, agents or employees of State Parks shall be deemed an acceptance of a surrender of the Licensed Premises or this Cooperative Agreement. Without limiting the foregoing, no employee or officer of State Parks shall be authorized to "accept keys" of the Licensed Premises as an act of surrender prior to the expiration of the term hereof and no delivery of the keys by Licensee shall constitute a termination of this Cooperative Agreement or acceptance of surrender.

b) Licensee covenants and agrees to yield and deliver peaceably to State Parks possession of the Licensed Premises on the date of the termination or expiration of this Cooperative Agreement, whether such cessation be by termination, expiration or otherwise, promptly and in "broom clean" condition, reasonable wear excepted as would not adversely affect or interfere with the efficient and proper utilization of the Licensed Premises or any part thereof.

c) Unless the same are required for the performance by Licensee of its obligations hereunder, Licensee shall have the right at any time during the term hereof to remove from the Licensed Premises, and, on or before the expiration or earlier termination of the term, shall so remove its equipment, removable fixtures and other personal property, and all property of third persons for which it is responsible, repairing all damages caused by such removal. If Licensee shall fail to remove such property on or before the termination or expiration of the term, State Parks shall have the right to so remove and dispose, or provide for the removal and disposal, of such property according to law.

**37. Rights Reserved by State Parks:**

State Parks reserves for its sole benefit all other rights to the Licensed Premises, including but not limited to, the right to retain all revenues derived from other sources not specifically granted to Licensee, and the right to authorize the installation of cellular telephone antenna and other related or utility systems at the Licensed Premises.

**38. Notices**

a) All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- i. via certified or registered United States mail, return receipt requested;
- ii. by facsimile transmission;
- iii. by personal delivery;
- iv. by expedited delivery service; or
- v. by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

**If to State Parks:**

Regional Director  
Palisades Interstate Park Commission  
PO Box 427  
Bear Mountain, NY 10911

Telephone Number: 845-786-2701 ext 241  
Facsimile Number: 845-786-2776  
E-Mail Address: jim.hall@parks.ny.gov

**If to Licensee:**

Town of Orangetown  
26 Orangeburg Rd.  
Orangeburg, New York 10962

b) Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

c) The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

**39. Agency**

Nothing contained herein shall constitute or be construed to create or constitute a legal or *de facto* partnership, joint venture or an agency relationship between the parties.

**40. [This number 40 absent from original Agreement provided by Parks]**

**41. Other Terms and Conditions**

a) \_\_\_\_\_

b) \_\_\_\_\_

c) \_\_\_\_\_

**\*Signature Pages Follow\***

**SIGNATURE PAGE**

**IN WITNESS WHEREOF**, State Parks and Licensee have executed this agreement on the day and year indicated.

**Licensee:** *Licensee name*

I certify that all information provided to State Parks is complete, true and accurate. State Parks Reserves the right to terminate this Cooperative Agreement if it is determined that information was intentionally omitted or falsified.

\_\_\_\_\_ By: \_\_\_\_\_  
Date  
Typed Name: Andrew Y. Stewart  
Title: Supervisor, Town of Orangetown  
Federal Employer Identification No.: 13-6007311

**Palisades Interstate Park COMmission:**

\_\_\_\_\_ By: \_\_\_\_\_  
Date  
Regional Director



## Attachment A Description of the Licensed Premises

See attached map showing location of proposed pedestrian and bike path, titled, "General Plan, Blauvelt State Park Bike Path, Greenbush Rd and NYS Route 303, Blauvelt, NY, by the Department of Environmental Management and Engineering, Town of Orangetown, 12/6/16.

The licensed premises includes land for a pedestrian and bike path and any related drainage, signage, bollards or other facilities necessary to building and maintaining a paved pedestrian and bike path linking the two ends of Greenbush Rd where they intersect with NYS Rte 303.

The land to be used as a paved pedestrian and bike path as described in the attached map is owned by NYS Parks and is a small part of Blauvelt State Park that fronts on Rte 303 between the two intersections of Rte 303 with Greenbush Rd.



**Attachment B**  
**Inventory of Equipment**

(Not Applicable)

## **Attachment C**

### **Requirements for Capital Improvement Projects**

**a)** All capital improvement investment projects to be undertaken by Licensee (“Licensee”) shall be approved in advance by State Parks in accordance with the Cooperative Agreement. Upon approval of a capital improvement project by State Parks, the Licensee shall fully implement the approved project and all its individual elements at the direction of State Parks pursuant to the requirements contained herein. The Licensee shall be solely responsible for the full cost of implementing all approved projects.

**b)** All work undertaken by the Licensee shall be in accordance with, and pursuant to plans, specifications and an implementation schedule duly approved in writing by State Parks.

**c)** Designs for all projects proposed by Licensee shall be in compliance with the NYS Uniform Building and Fire Code, and the standards of the American Disabilities Act. Designs shall be developed and signed by architectural and/or engineering consultants licensed to practice in New York State. All architectural, engineering and environmental consultants engaged by the Licensee shall have a minimum of five (5) years professional experience, and demonstrable prior experience with projects similar to that to be undertaken by Licensee. Selection of consultants, including consultants selected to prepare any required environmental impact statements and supporting studies, shall be subject to the written review and approval of State Parks. All designs for capital improvements shall be subject to the written review and approval of State Parks with respect to aesthetics and compliance with the NYS Uniform Building and Fire Code, the standards of the American Disabilities Act, the State Historic Preservation Act, and the State Environmental Quality Review Act, prior to any bidding or award of contracts for such construction, or commencement of construction.

If State Parks determines that a proposed project so requires, Licensee shall be responsible for the preparation of a Draft Environmental Impact Statement (DEIS), a Final Environmental Impact Statement (FEIS), and a draft Statement of Findings pursuant to State Environmental Quality Review Act (SEQR) procedures. Licensee shall be responsible for the administration of the EIS process, including the arrangements for, and preparation/maintenance of records of a scoping meeting and public hearing. The EIS process and compliance aspects of the SEQR will be undertaken under the direct supervision of State Parks. In accordance with SEQR, Licensee must adequately address alternatives, including the “no build” alternative. Licensee must fulfill its SEQR obligations under the License at its own cost and will not look to reimbursement by State Parks even if the plans for the proposal are not implemented as a result of the SEQR process. The time period for the SEQR process may be extended by State Parks beyond the specified period. In no event, however, shall the SEQR review be unduly delayed by the acts of omissions of Licensee.

**d)** All contracts for construction or improvement of the Licensed Premises shall provide for the payment of prevailing wage rates set by the New York State Department of Labor. The Licensee is solely responsible to ensure the payment of prevailing wage rates on all capital improvement projects. Upon request by the Licensee, State Parks shall provide prevailing wage rate sheets to the Licensee.

**e)** The Licensee shall undertake construction work only after soliciting and documenting competitive bids from subcontractors and materialmen. All advertisements, bids, bid certifications and related documentation shall be reviewed and approved by State Parks prior to the award of contracts by the Licensee. The Licensee shall submit documentation, in a form and manner as directed by State Parks, to permit the audit and verification of the bidding procedures and costs of all work to be undertaken. Title to all improvements shall vest in the State of New York only upon final acceptance of the work by State Parks.

f) All construction and material costs and expenses in excess of original estimates for the approved project shall be the sole responsibility of the Licensee, and State Parks shall have no liability whatsoever for any additional expenses either to the Licensee or the Licensee's contractors, subcontractors, and/or suppliers. The Licensee assumes any and all additional and extra costs, including but not limited to costs and expenses associated with the upgrade of utilities, security and fire control systems, code compliance, delay for whatever cause, weather, and unknown or unforeseen conditions associated with the Licensed Premises. State Parks shall have no obligation in law or in fact to expend funds or undertake any capital improvements as a result or consequence of any project undertaken, or condition encountered by the Licensee.

**g) Additional Insurance Required for Capital Improvements**

In addition to the insurance required by the Cooperative Agreement, the Licensee shall require its contractors to carry Contractor's Liability Insurance which names State Parks and the Licensee as additional insured. Such insurance shall include the following coverage:

(1) Liability (including contractual liability) and Protective Liability to protect the Licensee and State Parks from any suits, actions, damages and costs of every name and description, with respect to all work performed by the Licensee's contractor's and subcontractors;

(2) Owner's Protective Liability to protect State Parks with respect to all operations undertaken by the Licensee's contractors and subcontractors, including omissions and supervisory acts; and

(3) Completed Operations/Products Liability covering liability and damages arising between the date of final cessation of construction work and the date of final acceptance of the construction by State Parks; and

(4) Builder's Risk Insurance:

(i) Unless otherwise provided for in the concession License the Licensee's contractor shall maintain builder's risk insurance for the completed value of the Licensed Premises on the All Risk Form.

(ii) In the event that State Parks occupies all or any part of any building included in the Licensed Premises prior to the issuance of the final certificate of occupancy, the Licensee's Contractor shall notify the fire insurance company or companies. Such occupancy by State Parks shall not require consent of the insurer nor shall the insurer require any rate adjustment as a result of such occupancy.

**h) Labor and Materials Bond:**

Prior to the commencement of any construction work hereunder, Licensee shall furnish State Parks with evidence that it has procured a labor and materials payment bond from a corporate surety authorized to transact business in the State of New York, in a form satisfactory to State Parks, naming Licensee as principal, in an amount not less than one hundred (100%) percent of the total cost of the construction work to be undertaken by Licensee as approved by State Parks. Such bond shall guarantee payment for all materials, provisions, supplies, and equipment used in, upon, for, or about the performance of said

construction work, and/or labor performed thereon of any kind whatsoever, and which unconditionally protects State Parks from any claims, liability, losses, or damages arising therefrom.

i) It is expressly understood that failure of the Licensee to comply with the requirements for capital improvement projects, including maintaining the required insurance and bonds in full force throughout the performance of the approved project, shall be deemed a material breach of the Cooperative Agreement and may, at the election of State Parks, result in termination of the Cooperative Agreement without further notice. The Licensee shall notify State Parks immediately of any change in insurance or bonding status including, but not limited to, any change in carrier or surety.

**Attachment D**  
**Program Description**

(Not Applicable)

## APPENDIX A

### STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

**1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the

Office of General Services or for a purchase order or other transaction issued under such centralized contract.

**4. WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in

prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal

State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and

Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in

writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business  
Albany, New York 12245  
Telephone: 518-292-5100

Fax: 518-292-5884  
email: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: [mwbccertification@esd.ny.gov](mailto:mwbccertification@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska,

West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New

York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:

<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

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INTERMUNICIPAL SLUDGE MANAGEMENT AGREEMENT

Between

THE ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY

and

ORANGETOWN SEWER DISTRICT WASTEWATER TREATMENT PLANT

Dated [ ]

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APPENDICES

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THIS INTERMUNICIPAL SLUDGE MANAGEMENT AGREEMENT is made and dated [\_\_\_\_\_] between the Rockland County Solid Waste Management Authority, a body corporate and politic constituting a public benefit corporation of the State of New York (the "Authority"), and Orangetown Sewer District Wastewater Treatment Plant (the "Sludge Generator").

#### RECITALS

WHEREAS, in 1992, the New York State Department of Environmental Conservation approved Rockland County's (the "County") Final Integrated Solid Waste Management Plan and Generic Environment Impact Statement (the "SWMP/GEIS"); and

WHEREAS, the Authority was formed in accordance with section 2053(c) et seq. of the Public Authority Law of the State of New York (the "State"), and resolution no. 301 of 1994 of the County Legislature to implement certain provisions of the SWMP/GEIS; and

WHEREAS, the Authority owns, and is responsible for the operation of, a cocomposting facility (the "Facility") located at 410 Torne Valley Road, Hillburn, New York that cocomposts dewatered sludge with Acceptable Amendment to provide a long-term, reliable and environmentally sound means of sludge disposal and to assist the County in meeting its State-mandated goal of reduction, recycling and reuse of certain portions of the solid waste stream; and

WHEREAS, the Sludge Generator owns and/or operates a wastewater treatment plant that produces dewatered sludge; and

WHEREAS, the Sludge Generator has determined to make available to the Authority its dewatered sludge for processing at the Facility; and

WHEREAS, the Authority is making capacity at the Facility available to the Sludge Generator; and

WHEREAS, upon the terms and conditions contained in this Agreement, the Authority has determined to provide to the Sludge Generator the service of transporting dewatered sludge, and of processing and composting dewatered sludge at the Facility; and

WHEREAS, it is mutually understood that the Facility is for the benefit of all municipal generators of dewatered sludge within the County and, in order for the Facility to efficiently operate, other generators of dewatered sludge have entered into agreements with the Authority similar to this Agreement; and

WHEREAS, the parties have agreed to act in good faith and to take all necessary and appropriate actions, in cooperation with one another, to effectuate the purpose of this Agreement; and

WHEREAS, the parties are entering into this Agreement pursuant to their respective lawful authorities;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein set forth, and of the undertakings of each party to the other, the parties do hereby promise and agree as follows:

## ARTICLE I.

### DEFINITIONS AND INTERPRETATION

Section 1.1 DEFINITIONS. As used in this Agreement, the following terms shall have the meanings set forth below:

“Acceptable Amendment” means (1) Clean Wood Waste, and (2) any other material (including ground wood and Clay Wood Fiber) which facilitates the sludge composting process by increasing aeration, adjusting bulk density and moisture content, or providing a source of

carbon, and which is approved by the Authority and the Company for such purposes pursuant to the Operation Agreement.

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“Acceptable Feedstock” means Acceptable Sludge and Acceptable Amendment to be processed at the Facility.

“Acceptable Sludge” means dewatered sludge derived from the Sewerage System which meets the requirements of Applicable Law and the acceptable standards set forth in Section 4.6 hereof and Appendices C and D for processing at the Facility. Acceptable Sludge shall exclude residuals, materials from cleaning tanks, pipes and other appurtenances at the Wastewater Treatment Plant.

“Additive” means any addition to sludge which would change the chemical or physical characteristic of the sludge.

“Agreement” means this Intermunicipal Sludge Management Agreement between the Authority and the Sludge Generator as the same may be amended or modified from time to time in accordance herewith.

“Alternate Means of Disposal” has the meaning specified in subsection 3.1(D) hereof.

“Alternate Processing Facility” means an alternate facility to be used to process Acceptable Sludge which is approved by the Authority and meets the requirements of Applicable Law.

“Applicable Law” means any law, rule, code, standard, regulation, requirement, policy, consent decree, consent order, consent agreement, permit, guideline, action, determination or order of, or Legal Entitlement issued, or deemed to be issued by, any professional or industry organization or society or any Governmental Body having jurisdiction, applicable from time to time to any activities associated with the Facility, the Disposal Services, the Sewerage System or

any other transaction or matter contemplated hereby (including any of the foregoing which concern health, safety, fire, environmental protection, labor relations, mitigation monitoring plans, building codes, non-discrimination and the payment of prevailing wages).

“Authority” means the Rockland County Solid Waste Management Authority or its designee.

“Beneficial Use” means any application of Shipped Compost on land (including any lawful agricultural, horticultural, landscaping or land reclamation use, or use in a mixture with sand, soil or other materials to create a landscaping product or for application as daily or final landfill cover) other than disposal in a landfill or incinerator.

“Bonds” means any bonds, notes, certificates or other evidences of indebtedness incurred by the Authority with respect to the Facility or the Disposal Services.

“Clay Wood Fiber” means the by-product of paper production composed primarily of clay and wood fibers.

“Clean Wood Waste” means wood which has not been treated with paints, adhesive, creosote, arsenic, lacquer or other chemicals or substances which would materially and adversely affect the operation of the Facility or the quality of Shipped Compost. Clean Wood Waste may include tree parts, brush, uncontaminated pallets and uncontaminated lumber. Clean Wood Waste may also include clean, un-bagged leaves, provided such waste does not affect the Contractor’s ability to comply with the processing guarantees under the Operation Agreement.

“Company” means the legal entity with which the Authority enters into an Operation Agreement, and its permitted successors and assigns.

“Composite Sample” has the meaning set forth in Section 3.2 of Appendix D.

"Compost" means the humus-like product which results from the composting process to which the organic substrate of Acceptable Sludge and Acceptable Amendment has been subjected and which has been disinfected, stabilized and cured for its intended use.

"Compost Products" means compost and oversized materials produced from Compost screenings, soil and Compost mixtures (including compost and crushed glass mixtures), and other materials resulting from the processing of incoming Acceptable Feedstock by the Operator for sale for Beneficial Use.

"Contract Date" means [\_\_\_\_], the date of delivery of this Agreement as executed by the parties hereto. **[Insert date once signed]**

"County" means Rockland County, New York.

"DEC" means the Department of Environmental Conservation of the State of New York.

"Designated Hauler" means any person designated by the Authority to haul Acceptable Sludge from the Wastewater Treatment Plant for processing or disposal pursuant to this Agreement.

"Disposal Services" means all services which the Authority is obligated to provide to the Sludge Generator under the Service Covenant.

"Disposal Site" means the disposal facility that will be used for the disposal of Unacceptable Sludge and Acceptable Sludge which is approved by the Authority, is operating under a valid permit, is in compliance with any permit conditions and meets all other requirements of Applicable Law.

"Facility" means the Authority-owned cocomposting facility located at 410 Torne Valley Road, Hillburn, New York and which is capable of processing Acceptable Sludge.

“Governmental Body” means any federal, state, regional or local legislative, executive, judicial or other governmental board, agency, authority, commission, administration, court or other body, or any official thereof having jurisdiction with respect to the Facility or the work being performed in connection with this Agreement.

“Hazardous Waste” means (a) any waste which by reason of its quality, concentration, composition or physical, chemical or infectious characteristics may do either of the following: cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness, or pose a substantial threat or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of or otherwise mismanaged, or any waste which is defined or regulated as a hazardous waste, toxic substance, hazardous chemical substance or mixture, or asbestos under Applicable Law, as amended from time to time including, but not limited to: (1) the Resource Conservation and Recovery Act (42 U.S.C.A. §§ 6901 *et seq.*, as amended) and the regulations contained in 40 CFR Parts 260-281; (2) the Toxic Substances Control Act (15 U.S.C. §§ 2601 *et seq.*) and the regulations contained in 40 CFR Parts 761-766; and (3) future additional or substitute federal, State or local laws pertaining to the identification, treatment, storage or disposal of toxic substances or hazardous wastes; or (b) radioactive materials which are source, special nuclear or by-product material as defined by the Atomic Energy Act of 1954 (42 U.S.C. §§ 2011 *et seq.*) and the regulations contained in 10 CFR Part 40; or (c) a chemical listed by the United States Environmental Protection Agency in accordance with Section 302(a) or Section 313(c) of the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C.A. §§ 11002(a), 11023(c) (Sapp. 1993), in each case as the same may be amended, replaced, or superseded; or (d) a material or substance which may endanger health or safety including, but not limited to, any

material or substance or combination of materials or substances which are explosive, volatile, radioactive, toxic, corrosive, flammable, reactive, an irritant, or a strong sensitizer, or which generate pressure through decomposition, heat, or other means if such materials or substances may cause injury, illness or harm to humans, to domestic animals or livestock, or to wildlife; or (e) a material or substance that is treated as a hazardous waste, substance or material by any federal, State, or local law, regulation, or ordinance or is otherwise prohibited from being deposited in the Facility, Alternate Processing Facility or Disposal Site. With regard to materials or substances which are not Hazardous Waste as of the Contract Date, if any law shall subsequently declare, or if any governmental agency or unit having appropriate jurisdiction shall thereafter determine that such materials or substances are Hazardous Waste, then such materials or substances shall be considered to be Hazardous Waste for the purposes of this Agreement as of the effective date of such governmental determination.

“Legal Entitlement” means all permits, licenses, registrations, approvals, authorizations, consents and entitlements of whatever kind and however described which are required under Applicable Law to be obtained or maintained by any person, including a hauler, with respect to this Agreement.

“Operation Agreement” means an agreement between the Company and the Authority entered into for the operation of the Facility, as the same may be amended or modified from time to time in accordance therewith.

“Service Covenant” has the meaning specified in Section 3.1 hereof.

“Sewerage System” means the Wastewater Treatment Plant and all sewers, pumping stations, manholes and related property, assets, improvements and equipment comprising the

Sludge Generator's system for collecting, processing and treating sewage, whether owned or operated by the Sludge Generator or by third parties under contract or otherwise on its behalf.

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"Shipped Compost" means Compost and Compost Products that have been subjected to composting, curing and final screenings.

"Sludge Generator" means the Orangetown Sewer District Wastewater Treatment Plant.

"Sludge Transportation Vessel" or "STV" means any trailer or container, stationary or portable, which is capable of holding Acceptable Sludge and located at the Wastewater Treatment Plant for the storage of Acceptable Sludge pending removal and transportation to the Facility.

"Sludge Transportation Vessel Replacement Program" shall have the meaning set forth in Appendix E.

"State" means the State of New York.

"Term" has the meaning set forth in Section 6.1 hereof.

"Unacceptable Sludge" means any sludge which does not constitute Acceptable Sludge.

"Uncontrollable Circumstances" means any act, event or condition that is beyond the reasonable control of the party relying thereon as justification for not performing and (including a change in Applicable Law) which materially and adversely affects the ability of either party to perform any obligation hereunder, if such act, event or condition is beyond the reasonable control and is not also the result of the willful or negligent act, error or omission or failure to exercise reasonable diligence on the part of the party relying thereon as a justification for not performing an obligation or complying with any condition required by such party under this Agreement, except that the contesting in good faith or the failure in good faith to contest such

action or inaction shall not be construed as willful or negligent action or inaction or a lack of reasonable diligence of either party.

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“User Fees” means those fees imposed by the Authority, pursuant to its statutory power, on the users who are located within the jurisdiction of the Sludge Generator’s service area in order to pay for the Authority’s costs of meeting the Service Covenant.

“Wastewater Treatment Plant” means any wastewater treatment plant or plants owned or operated by or on behalf of the Sludge Generator situated in the County which processes and treats sewerage sludge collected by the Sewerage System.

Section 1.2 INTERPRETATION. In this Agreement, unless the context otherwise requires:

(A) References Hereto. The terms “hereby”, “hereof”, “herein”, “hereunder” and any similar terms refer to this Agreement, and the term “hereafter” means after, and the term “heretofore” means before, the Contract Date.

(B) Gender and Plurality. Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

(C) Persons. Words importing persons include firms, companies, associations, general partnerships, limited partnerships, trusts, business trusts, corporations and other legal entities, including public bodies, as well as individuals.

(D) Headings. The table of contents and any headings preceding the text of the Articles, Sections and subsections of this Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(E) Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated by this Agreement and, except as expressly provided otherwise herein, nothing in this Agreement is intended to confer on any person other than the parties hereto and their respective permitted successors and assigns hereunder any rights or remedies under or by reason of this Agreement.

(F) Counterparts. This Agreement may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Agreement.

(G) Applicable Law. This Agreement shall be governed by and construed in accordance with the applicable laws of the State of New York.

(H) Severability. If any clause, provision, subsection, Section or Article of this Agreement shall be ruled invalid by any court of competent jurisdiction or administrative agency, then the parties shall: (1) promptly meet and negotiate a substitute for such clause, provision, section or Article which shall, to the greatest extent legally permissible, effect the intent of the parties therein; (2) if necessary or desirable to accomplish item (1) above, apply to the court having declared such invalidity for a judicial construction of the invalidated portion of this Agreement; and (3) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with items (1) and (2) above to effect the intent of the parties in the invalid provision. The invalidity of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid portion did not exist.

(I) Defined Terms. The definitions set forth or referred to in Section 1.1 hereof shall control in the event of any conflict with the definitions used in the recitals hereto.

(J) References to Including. All references to "including" herein shall be interpreted as meaning "including without limitation."

(K) References to Days. All references to days herein are to calendar days, including Saturdays, Sundays and holidays, except as otherwise specifically provided.

(L) References to Knowledge. All references to "acknowledge," "knowing," "know" or "knew" shall be interpreted as references to a party having actual knowledge.

Section 1.3 PRIOR AGREEMENT. This Agreement shall take effect upon its execution and shall supersede the prior intermunicipal sludge management agreement between the Sludge Generator and the Authority dated [July 8, 1996] (the "Previous Agreement"). This Agreement, however, shall not limit the Authority's rights or relieve the Sludge Generator of any obligations accruing to the Authority under the Previous Agreement prior to the execution and delivery of this Agreement.

## ARTICLE II.

### REPRESENTATIONS AND WARRANTIES

Section 2.1 REPRESENTATIONS AND WARRANTIES OF THE AUTHORITY. The Authority represents and warrants that:

(A) Existence and Powers. The Authority is a body corporate and politic constituting a public benefit corporation validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) Due Authorization and Binding Obligation. The Authority has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by the Authority and constitutes a legal, valid and binding obligation of

the Authority, enforceable against the Authority in accordance with its terms except insofar as such enforcement maybe affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

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(C) No Conflict. Neither the execution nor the delivery by the Authority of this Agreement nor the performance by the Authority of its obligations hereunder nor the consummation by the Authority of the transactions contemplated hereby (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to the Authority or (2) conflicts with, violates or results in a breach of any term or conditions of any judgment, decree, agreement or instrument to which the Authority is a party or by which the Authority or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No Approval Required. No approval, authorization, order or consent of, or declaration, registration or filing with, any governmental authority, or any approval of voters by referendum or otherwise, is required for the valid execution, delivery and performance by the Authority of this Agreement, except such as have been fully obtained or made.

(E) No Litigation. Except as described in Appendix A, there is no action, suit or other proceeding, at law or in equity, before or by any court or governmental authority pending or, to the Authority's best knowledge, threatened against the Authority which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by the Authority in connection with the transactions contemplated hereby, or which would materially and adversely affect the performance by the Authority of its obligations hereunder or under any such other agreement or instrument.

(F) No Legal Prohibition. The Authority has no knowledge of any Applicable Law in effect on the date of which this representation is being made which would prohibit the performance by the Authority of this Agreement and the transactions contemplated hereby.

Section 2.2 REPRESENTATIONS AND WARRANTIES OF THE SLUDGE GENERATOR. The Sludge Generator represents and warrants that:

(A) Existence and Powers. The Sludge Generator is a municipal corporation or sewer district validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) Due Authorization and Binding Obligation. The Sludge Generator has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by the Sludge Generator and constitutes a legal, valid and binding obligation of the Sludge Generator, enforceable against the Sludge Generator in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

(C) No Conflict. Neither the execution nor the delivery by the Sludge Generator of this Agreement nor the performance by the Sludge Generator of its obligations hereunder nor the consummation by the Sludge Generator of the transactions contemplated hereby (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to the Sludge Generator or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement or instrument to which the Sludge Generator is a party or by which the Sludge Generator or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No Approval Required. No approval, authorization, order or consent of, or declaration, registration or filing with, any governmental authority, or any approval of voters by referendum or otherwise, is required for the valid execution, delivery and performance by the Sludge Generator of this Agreement, except such as have been duly obtained or made.

(E) No Litigation. Except as described in Appendix A, there is no action, suit or other proceeding, at law or in equity, before or by any court or governmental authority pending or, to the Sludge Generator's best knowledge, threatened against the Sludge Generator which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by the Sludge Generator in connection with the transactions contemplated hereby, or which would materially and adversely affect the performance by the Sludge Generator of its obligations hereunder or under any such other agreement or instrument.

(F) No Legal Prohibition. The Sludge Generator has no knowledge of any Applicable Law in effect on the date as of which this representation is being made which would prohibit the performance by the Sludge Generator of this Agreement and the transactions contemplated hereby.

### ARTICLE III.

#### SERVICE OBLIGATIONS

##### Section 3.1 PROVISION OF HAULING AND DISPOSAL SERVICE BY AUTHORITY.

(A) Service Covenant. The Authority shall provide or cause the provision of the service of hauling, disposing and processing of all Acceptable Sludge, including the disposal of Acceptable Sludge which, at any time and for any reason, cannot be processed at the Facility,

except to the extent the applicable User Fees received by the Authority are not sufficient to cover the costs of such disposal and except to the extent otherwise set forth herein. As between the parties, the Authority shall assume all risks and liabilities associated with the transporting and hauling of Acceptable Sludge from the Wastewater Treatment Plant to the ultimate disposal location. The Authority shall do and perform all acts and things which may be necessary or desirable in connection with its covenants in this subsection, including without limitation all planning, development, administration, implementation, construction, operation, maintenance, management and contract work related thereto or undertaken in connection therewith. The obligations of the Authority under this Section constitute the "Service Covenant" hereunder.

(B) Availability of Sludge. The Sludge Generator shall make available to the Authority all Acceptable Sludge generated at the Wastewater Treatment Plant. In the event the Sludge Generator fails to comply with this provision, the Sludge Generator shall compensate the Authority for all costs and expenses incurred by the Authority, as determined by the Authority in its sole discretion, which are associated with such failure on the part of the Sludge Generator.

(C) Origin of Acceptable Sludge. The Service Covenant shall apply to any Acceptable Sludge generated by the Sewerage System and made available at the Wastewater Treatment Plant, or generated outside the Sewerage System but processed at the Wastewater Treatment Plant. Except as provided for in this Agreement, the Sludge Generator shall not make available for or deliver for hauling, processing or disposal hereunder any sludge from any other source.

(D) Alternate Means of Disposal. The Authority may carry out the Service Covenant at the Facility through the Operation Agreement, an Alternate Processing Facility or at other Disposal Sites through the use of any other agreements with such persons or the use of any

such facilities, using such technologies and upon such terms and conditions as the Authority determines to be consistent with Applicable Law and with prudent solid waste and sludge management practices. To the extent the Facility is not available at any time or for any reason for the receipt and processing of Acceptable Sludge, the Authority will make an Alternate Processing Facility or Disposal Site available for the disposal of such Acceptable Sludge; provided, however that in no event shall the Authority be required to make an Alternate Processing Facility or Disposal Site available to the extent that the costs and expenses incurred by the Authority for doing so would exceed the applicable User Fees collected by the Authority. The above notwithstanding, the Authority may, in its sole discretion, elect to make an Alternate Processing Facility or Disposal Site available for disposal of such Acceptable Sludge, provided that the Sludge Generator reimburses the Authority for any costs and expenses incurred by the Authority which exceed the applicable User Fees collected by the Authority.

Section 3.2 COMPLIANCE WITH SERVICE COVENANT NOT EXCUSED FOR ANY REASON. Except as otherwise set forth herein, the obligation of the Authority to duly observe and comply with the Service Covenant shall apply continuously and without interruption for the Term of this Agreement. In the event that any Uncontrollable Circumstance impairs or precludes compliance with any such covenant by the means or methods then being employed by the Authority, the Authority shall implement and pay for alternative or substitute means and methods to enable it to satisfy the terms and conditions of the Service Covenant; provided, however, that to the extent such alternative or substitute means of service would cause the Authority to incur costs in excess of the User Fees collected for such services, the Authority shall be entitled to additional compensation from the Sludge Generator to cover the Authority's

incremental costs for such services. If the Authority is not able to receive such additional compensation, the Authority shall no longer be required to comply with the Service Covenant.

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Section 3.3 NO SERVICE CHARGE. Except as otherwise set forth in this Agreement, services provided by the Authority pursuant to the Service Covenant shall be provided free of charge to the Sludge Generator. The Sludge Generator acknowledges that the Authority intends to pay the costs of meeting the Service Covenant through the imposition of User Fees under its statutory power. Notwithstanding the foregoing, the Sludge Generator shall be responsible for paying any costs related to emergency deliveries of dewatered sludge. Emergency deliveries are deliveries which occur at times other than during the Facility's receiving hours due to an emergency situation of the Sludge Generator. The costs related to such emergency deliveries shall be the cost the Company charges the Authority for processing additional sludge under the Operation Agreement. The Sludge Generator shall also be responsible for the payment any costs related to its failure to make Acceptable Sludge available to the Authority pursuant to subsection 3.1(B). Such costs shall be calculated and determined by the Authority.

#### ARTICLE IV.

##### SLUDGE GENERATOR OPERATING OBLIGATIONS

Section 4.1 MANAGEMENT OF SEWERAGE SYSTEM. The Sludge Generator shall at all times operate, or cause to be operated, the Wastewater Treatment Plant and the Sewerage System in accordance with best management practices and Applicable Law and shall operate, or cause to be operated, the Wastewater Treatment Plant and the Sewerage System in a manner which will preserve the terms and conditions of this Agreement. If the Authority has cause to do so, the Authority may inspect the Wastewater Treatment Plant and Sewerage System

operations in order to determine compliance with the provisions of this Section. In conducting such inspections, the Authority will comply with all reasonable safety rules.

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Section 4.2 SOLIDS CONTENT OF ACCEPTABLE SLUDGE.

(A) Processing. The Sludge Generator shall at all times process dewatered sludge to a monthly average solids content of not less than the percentage indicated in Appendix D hereto. If at any time during the Term of this Agreement the Sludge Generator makes available sludge for delivery to and processing at the Facility with a solids content which is below 13% or the then current permit requirements, whichever is greater, such sludge shall constitute Unacceptable Sludge and shall be rejected by the Authority. The Sludge Generator shall have the right to add an Authority approved Additive to the dewatered sludge (in accordance with the provisions set forth in Section 1.1 of Appendix D) in order to achieve a solids content of 13% or the then current permit requirements, whichever is greater, as long as any such Additive does not impair the composting process or the operation of the Facility. Notwithstanding the foregoing, the Authority shall have the right to reject any dewatered sludge which, in the Authority's sole judgment, is not capable of standing freely in a solid form without the aid of a container. The Sludge Generator shall be responsible for all costs and expenses associated with the removal, hauling and disposal of rejected sludge and the Authority shall be reimbursed for any costs and expenses incurred by the Authority in connection with the removal, hauling or disposal of rejected sludge.

(B) Operation. The Sludge Generator shall undertake all reasonable and necessary measures to efficiently and effectively operate its dewatering equipment to dewater its sludge to a solids content consistent with the capabilities and past practices of the Wastewater

Treatment Plant's existing dewatering equipment and in order to adhere to the minimum solids content identified in subsection 4.2(A) and the requirements set forth in Appendix D.

(C) Solids Testing. The Sludge Generator shall conduct tests to determine the solids content of Acceptable Sludge on a daily basis (when the Wastewater Treatment Plant dewatering equipment is operating), and shall maintain complete records of such tests. The Sludge Generator shall submit reports to the Authority, as required by Appendix D, which identify the solids content of Acceptable Sludge on a daily and monthly average basis. Such reports shall be certified by the Sludge Generator by affidavit, signed under the penalty of perjury. No later than the 15<sup>th</sup> of each month, the Sludge Generator shall submit to the Authority for the immediately preceding month the completed testing questionnaire set forth in Appendix D in accordance with the provisions set forth in Appendix D.

(D) Surcharge. If sludge which would constitute Acceptable Sludge but for a solids content below the levels set forth in Appendix D hereto is delivered to and processed at the Facility, the Sludge Generator shall pay a surcharge to the Authority in an amount equal to the number of tons of such otherwise Acceptable Sludge delivered to the Facility in excess of the tonnage which would have been delivered had such sludge complied with the allowable solids content permitted under Appendix D hereto, multiplied by the per-ton charge for processing additional sludge under the Operation Agreement. To the extent the Sludge Generator fails to meet the allowable solids content permitted under Appendix D on a consistent basis (at least three consecutive months), the Sludge Generator may seek from the Authority a reduced minimum solids content allowed hereunder. Any such request must be provided in writing and must clearly state (i) the reasons why the Sludge Generator is unable to meet the then current minimum allowable solids content, (ii) the reasons why it cannot correct such failures, (iii) the

proposed new minimum solids content, and (iv) its basis for achieving such proposed new minimum solids content. The Authority will review such request and provide its response to the Sludge Generator within 60 days of its receipt thereof. Any such determination shall be made by the Authority in its sole discretion.

Section 4.3 ODOR CONTROL. The Sludge Generator shall at all times manage obnoxious odors relative to the hauling and transfer of sludge to the Facility. Additionally, the Sludge Generator shall at all times add permanganate to Acceptable Sludge in accordance with the requirements of Appendix C hereto, or shall utilize an equivalent odor reducing agent or process approved by the Authority. In the event significant odors occur, the Authority and the Sludge Generator shall meet as soon as possible to discuss and address a means of reducing fugitive odors during the Sludge handling and hauling process. The Sludge Generator shall have the sole responsibility for addressing any odor related concerns which arise from dewatered sludge located on the Wastewater Treatment Plant site.

Section 4.4 UNACCEPTABLE SLUDGE AND HAZARDOUS WASTE.

(A) Screening and Removal of Unacceptable Sludge. The Sludge Generator shall prevent Unacceptable Sludge from being included in the dewatered sludge which is made available to the Authority.

(B) Screening and Removal of Hazardous Waste. The Sludge Generator shall prevent Hazardous Waste from being included in the dewatered sludge which is made available to the Authority.

(C) Testing. The Sludge Generator shall conduct any and all tests of the dewatered sludge as are required by Applicable Law and this Agreement, including the solids contents testing set forth in Section 4.2. Other than the testing required by this Agreement and

Applicable Law, the Sludge Generator shall not have any independent obligation to test the dewatered sludge. The Authority, at its sole cost and expense, on behalf of the Sludge Generator, shall conduct all pollutant concentration limits testing that the Sludge Generator is required to perform under Applicable Law. In conducting such tests, the Authority shall be acting as an independent contractor to the Sludge Generator and shall not be considered an employee or agent of the Sludge Generator. Notwithstanding the Authority's conducting the pollutant concentration limits tests, the Sludge Generator shall at all times remain responsible for compliance with Applicable Law. The Sludge Generator shall cooperate with the Authority to allow the Authority to test the dewatered sludge produced at the Wastewater Treatment Plant in order to determine compliance with Applicable Law and this Agreement.

(D) Non-compliance. If the tests performed by the Authority establish that any dewatered sludge is not in conformance with Applicable Law or the terms of this Agreement, then the Sludge Generator shall thereafter be required to conduct additional tests as set forth in Appendix D hereto to determine whether the dewatered sludge is in conformance with Applicable Law and this Agreement. The costs of conducting such tests shall be borne by the Sludge Generator. If the Sludge Generator fails to conduct such tests, the Authority shall not be required to dispose of the Sludge Generator's dewatered sludge.

(E) Disposal Responsibility and Costs. The Authority may, but shall not be obligated to, dispose of Unacceptable Sludge and Hazardous Waste which is identified at the Wastewater Treatment Plant. The Sludge Generator may independently dispose of Unacceptable Sludge and Hazardous Waste identified at the Wastewater Treatment Plant, at its sole cost and expense. If the Authority disposes of such sludge, and waste, the Sludge Generator shall bear all costs associated with its disposal, including segregating, storage, transporting and disposal, plus

20% for Authority-related administrative expenses and risk. If Unacceptable Sludge has been delivered to the Facility, the Authority will cause such sludge to be disposed of at a Disposal Site with the Sludge Generator bearing the Authority's cost of such disposal, plus 20% for Authority-related administrative expenses and risk. If Hazardous Waste has been delivered to the Facility, the Authority will cause such waste to be disposed of at a Disposal Site with the Sludge Generator bearing all costs associated with its disposal, including segregating, storage, transporting and disposal, plus 20% for Authority-related administrative expenses and risk. Payment of any fines assessed upon the Authority by the DEC or any other Governmental Body on account of Unacceptable Sludge or Hazardous Waste hauled from the Wastewater Treatment Plant shall be the responsibility of the Sludge Generator.

Section 4.5 NO CONTAMINATION OF ACCEPTABLE SLUDGE.

(A) Sludge Transportation Vessels. The Authority will provide Sludge Transportation Vessels ("STVs") at the Wastewater Treatment Plant for the storage of Acceptable Sludge pending removal and transportation by Designated Haulers in accordance with the Authority's Sludge Transportation Vessel Replacement Program. The Authority will replace STVs required by the Sludge Generator and approved by the Authority in accordance with the Sludge Transportation Vessel Replacement Program.

The Authority will not be required to provide STVs in excess of the number approved to be provided pursuant to the Authority's Sludge Transportation Vessel Replacement Program. Nor shall the Authority be required to replace a STV prior to the end of its useful life. Any STV required to be replaced due to damage caused by the Sludge Generator or on account of poor maintenance practices by the Sludge Generator, shall be paid for by the Sludge Generator. The Sludge Generator must notify the Authority prior to the decommissioning of any

STV provided by the Authority and any such STVs shall be returned to the Authority, unless the Authority instructs the Sludge Generator otherwise. In no event shall the Authority be required to provide STVs other than those approved pursuant to the Authority's Sludge Transportation Vessel Replacement Program.

(B) No Contamination. The Sludge Generator shall place only Acceptable Sludge in the STVs.

(C) Rejects. If an STV (1) contains in the judgment of the Authority, more than 1% by volume of material which is not Acceptable Sludge, (2) otherwise contains free water or other contaminants which are not acceptable at the Facility for processing, or (3) such dewatered sludge has persistently failed to meet the testing requirements set forth in subsection 4.4(D) hereof, then the Authority may classify the STV of Acceptable Sludge as Unacceptable Sludge, and the Sludge Generator shall be solely responsible for the costs of hauling and disposal of the contents of the STV at the Disposal Site. In either case, the cost of hauling and disposal that the Sludge Generator shall pay is based on the Authority's cost of disposing of Unacceptable Sludge as specified in subsection 4.4(E) hereof. Prior to the Authority's exercising its right of rejection, the Sludge Generator shall have the right to inspect the STV of Acceptable Sludge in order to determine if such STV includes more than 1% of material which is not Acceptable Sludge. If the Sludge Generator's inspection of the STV results in a finding which differs from that of the Authority, the Sludge Generator shall have the right to request the Authority to re-inspect the STV. If upon the Authority's re-inspection of the STV the Authority concludes that the STV includes more than 1% of material which is not Acceptable Sludge, the Authority may classify the STV as Unacceptable Sludge.

Section 4.6 STANDARDS.

(A) Acceptable Sludge. The Sludge Generator shall produce Acceptable Sludge which meets the parameters set forth in Appendix D hereto and the requirements of Applicable Law. If the dewatered sludge does not meet these parameters, such sludge shall be deemed Unacceptable Sludge and the Sludge Generator shall be responsible for the costs of its disposal as is specified in subsection 4.4(E) hereof. All parameter related testing shall be based on the procedure and frequency set forth in Appendix D hereto. If the maximum pollutant concentration limits change under Applicable Law from that set forth in Appendix D, the Authority and the Sludge Generator shall amend this Agreement to comply with Applicable Law.

(B) Annual Report by the Authority. Each year, the Authority may furnish to the Sludge Generator a report which identifies, for the preceding calendar year ending on December 31<sup>st</sup>, (1) the quantity of dewatered sludge accepted at the Facility from the Wastewater Treatment Plant, and (2) all testing results of the tests conducted in accordance with Appendix D hereto on the dewatered sludge made available for delivery to the Facility, from the Wastewater Treatment Plant.

(C) Reporting by the Sludge Generator. The Sludge Generator shall furnish to the Authority the following reports as further described below:

(1) Monthly Report. By the 15<sup>th</sup> day of each month, the monthly report in accordance with Appendix D for the immediately preceding month. Such report shall include the completed questionnaire contained in Appendix D.

(2) SPDES Discharge Reports. By the 15<sup>th</sup> day following the end of each quarter, copies of the monthly SPDES discharge reports in accordance with subsection 4.7(A).

(3) STV Inventory Requirements. By September 1<sup>st</sup> of each calendar year, the completed STV Inventory Report Form set forth in Appendix E. As indicated in Appendix E, the STV Inventory Report Form shall specify the number of additional or replacement STVs the Sludge Generator will require for the succeeding calendar year. Such report shall also specify the number of STVs the Sludge Generator currently has in use, the number of STVs the Sludge Generator has on hand but is unable to use due to disrepair or damage, and the volume of sludge removed from the Wastewater Treatment Plant for the preceding 12-month period.

(4) Annual Report Regarding Sludge Quantities and Composition. By September 1<sup>st</sup> of each calendar year, a report of (i) the amount of sludge processed for the preceding 12 month period (expressed on a month by month basis), (ii) the amount of sludge anticipated to be processed in the succeeding 12 month period (expressed on a month by month basis, if possible), and (iii) any changes in the preceding 12 month period (or anticipated changes in the succeeding 12 month period) to the obligations of the Sludge Generator which have changed (or would change) either the composition of the sludge or the quantities of sludge generated (or anticipated to be generated) by the Sludge Generator.

(5) Other Reporting Requirements. The Sludge Generator shall provide all other reports and data as further specified herein.

Section 4.7 CHANGE IN SLUDGE QUANTITY AND COMPOSITION.

(A) Reporting. The Sludge Generator shall give to the Authority, on a quarterly basis, copies of the monthly SPDES discharge reports. In addition, the Sludge Generator shall provide the Authority with at least 60 days' prior written notice of any anticipated significant

actions including (i) an increase in solids content greater than 10% based on a monthly average solids content, (ii) an increase greater than 5% of the volume of sludge on a dry ton basis, and (iii) a change in composition of sludge produced at the Wastewater Treatment Plant as a result of processing changes, equipment changes, chemical changes or additions. To the extent a significant action occurs for which the Sludge Generator cannot provide 60 days' prior notice, the Sludge Generator shall provide notice to the Authority as soon as is reasonably practicable. In addition, the Sludge Generator shall submit to the Authority on an annual basis (by September 1<sup>st</sup> of each calendar year) (i) the amount of Sludge processed for the preceding 12 month period (expressed on a month by month basis), (ii) the amount anticipated to be processed in the succeeding 12 month period (expressed on a month by month basis, if possible), and (iii) any changes in the preceding 12 month period (or anticipated changes in the succeeding 12 month period) to the obligations of the Sludge Generator which have changed (or would change) either the composition of the sludge or the quantities of sludge generated (or anticipated to be generated) by the Sludge Generator.

(B) Notice. The Sludge Generator shall immediately notify the Authority in writing of any regulatory report, test, inspection, enforcement action, lawsuit or threatened lawsuit affecting the Wastewater Treatment Plant, the Sewerage System or the dewatered sludge produced at the Wastewater Treatment Plant.

Section 4.8 COORDINATION OF SERVICES. The Sludge Generator shall use all reasonable efforts to coordinate its dewatered sludge production operations with the Acceptable Sludge hauling services provided by the Authority and the cycles of Compost production undertaken at the Facility.

Section 4.9 ACCESS TO PLANT SITE. The Sludge Generator shall permit the Authority access to the Wastewater Treatment Plant to place and collect Acceptable Sludge STVs for those 12 hours per day, between 7:00 A.M. and 7:00 P.M., Monday through Saturday, in accordance with Applicable Law. The Authority shall have access to the Wastewater Treatment Plant at times other than those identified upon reasonable notice to the Sludge Generator.

Section 4.10 SLUDGE TRANSPORTATION VESSEL REMOVAL REQUIREMENTS. The Acceptable Sludge STVs shall be removed and replaced with empty STVs on an as-needed basis, but in no event will a STV which contains Acceptable Sludge remain on-site in excess of seven (7) days. The actual schedule for delivery and removal of STVs shall be coordinated between the Sludge Generator and the Authority (or the Operator or Designated Hauler, as applicable). The requirements for removal of Acceptable Sludge from the Wastewater Treatment Plant are set forth in Appendix E hereto.

Section 4.11 EXPANSION OR SHUTDOWN OF PLANT. The Sludge Generator shall give the Authority at least 60 days' prior written notice of any planned (non-emergency) shutdown (or curtailment) of service at the Wastewater Treatment Plant. If the Wastewater Treatment Plant suffers an emergency shutdown or curtailment of service, the Sludge Generator shall immediately notify the Authority as to such shutdown or curtailment of service and give an estimate as to when regular service will resume.

ARTICLE V.

BREACH, ENFORCEMENT AND TERMINATION

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Section 5.1 BREACH. If the Sludge Generator breaches any obligation under this Agreement or any representation made by it hereunder is untrue in any material respect, the Authority shall have the right to take any action at law or in equity (including actions for injunctive relief, mandamus and specific performance) it may have to enforce the payment of any amounts due or the performance of any obligations to be performed hereunder. If the Authority breaches any obligation under this Agreement or any representation made by it hereunder is untrue in any material respect, the Sludge Generator shall have the right to specific performance of the Authority's services. The Authority shall not under any circumstances be liable to the Sludge Generator for any monetary damages. Neither party shall have the right to terminate this Agreement except as provided in Section 5.2 hereof.

Section 5.2 TERMINATION.

(A) By Authority. Except as otherwise set forth in Section 6.3 hereof, the Authority shall have no right to terminate this Agreement for cause except in the event of the repeated failure or refusal by the Sludge Generator substantially to perform any material obligation under this Agreement (including sludge availability and payment obligations) unless such failure or refusal is excused by an Uncontrollable Circumstance; except that no such failure or refusal shall give the Authority the right to terminate this Agreement for cause under this subsection unless:

(1) The Authority has given prior written notice to the Sludge Generator stating that a specified failure or refusal to perform exists which will, unless corrected, constitute a material breach of this Agreement on the part of the Sludge

Generator and which will, in its opinion, give the Authority the right to terminate this Agreement for cause under this subsection unless such breach is corrected within a reasonable period of time, and

(2) The Sludge Generator has neither challenged in an appropriate forum the Authority's conclusion that such failure or refusal to perform has occurred or constitutes a material breach of this Agreement nor corrected or diligently taken steps to correct such breach within a reasonable period of time but not more than 90 days from the date of the notice given pursuant to clause (1) of this subsection (but if the Sludge Generator shall have diligently taken steps to correct such breach within a reasonable period of time, the same shall not constitute a breach giving rise to the right of termination for as long as the Sludge Generator is continuing to take such steps to correct such breach).

(B) By Sludge Generator. The Sludge Generator shall have no right to terminate this Agreement for cause except in the event of the repeated failure or refusal by the Authority substantially to perform any material obligation under this Agreement (including the provision of disposal services) unless such failure or refusal is excused by an Uncontrollable Circumstance; except that no such failure or refusal shall give the Sludge Generator the right to terminate this Agreement for cause under this subsection unless:

(1) The Sludge Generator has given prior written notice to the Authority stating that a specified failure or refusal to perform exists which will, unless corrected, constitute a material breach of this Agreement on the part of the Authority and which will, in its opinion, give the Sludge Generator the right to terminate this Agreement

for cause under this subsection unless such breach is corrected within a reasonable period of time, and

(2) The Authority has neither challenged in an appropriate forum the Sludge Generator's conclusion that such failure or refusal to perform has occurred or constitutes a material breach of this Agreement nor corrected or diligently taken steps to correct such breach within a reasonable period of time but not more than 90 days from the date of the notice given pursuant to clause (1) of this subsection (but if the Authority shall have diligently taken steps to correct such breach within a reasonable period of time, the same shall not constitute a breach giving rise to the right of termination for as long as the Authority is continuing to take such steps to correct such breach).

Section 5.3 WAIVER. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement will impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver must be in writing and signed by the party granting such waiver. If any covenant or agreement contained in this Agreement is breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and will not be deemed to waive any other breach under this Agreement.

ARTICLE VI.

MISCELLANEOUS

Section 6.1 TERM OF AGREEMENT.

(A) Initial Term. This Agreement shall be in full force and effect and be legally binding upon the Authority and the Sludge Generator from the Contract Date, and shall continue in full force and effect until five (5) years thereafter (the "Initial Term").

(B) Renewal Term. This Agreement shall be automatically renewed for three additional terms of five (5) years each (each such five (5) year period constituting a "Renewal Term") unless one of the parties sends the other a written notice at least 60 day prior to the expiration of the Initial Term, or the then applicable Renewal Term, of that party's intention not to renew (collectively the Initial Term and any and all Renewal Terms shall constitute the "Term"). In no event shall the Term of the Agreement exceed 20 years.

Section 6.2 OPERATION AND MAINTENANCE OF THE FACILITY. The Authority shall at all times operate, or cause to be operated, the Facility properly and in a sound and economical manner and shall maintain, preserve, and keep the same or cause the same to be maintained, preserved and kept in good repair, working order and condition, and shall from time to time make, or cause to be made, all necessary and proper repairs, replacements and renewals so that at all times the operation of the Facility may be properly and advantageously conducted.

Section 6.3 TRANSFER OF WASTEWATER TREATMENT PLANT. If the Wastewater Treatment Plant is sold or transferred to a governmental third party, the Sludge Generator shall immediately provide notice of such sale or transfer to the Authority, but in event not later than 14 days following such sale or transfer. If the Wastewater Treatment Plant is sold or transferred to a non-governmental third party, the Sludge Generator may only assign its

interest in this Agreement to such non-governmental third party upon the prior written approval of the Authority, to be made by the Authority in its sole discretion. If the Authority approves any such assignment, that assignment shall be undertaken pursuant to the conditions set forth in Section 6.10 hereof and all the Acceptable Sludge produced at the Wastewater Treatment Plant shall continue to be made available to the Authority. If the Authority rejects such assignment, the Authority may immediately terminate this Agreement upon written notice to the Sludge Generator.

Section 6.4 USE OF COMPOST PRODUCT. The Sludge Generator shall in cooperation with the Authority support and encourage the use of the Facility's finished Compost product in all of the Sludge Generator's landscaping and other suitable applications.

Section 6.5 AMOUNTS OWED TO AUTHORITY. All amounts owed by the Sludge Generator to the Authority under the terms of this Agreement shall be paid to the Authority within 120 days from the Authority's demand for such payments. If payment is not made to the Authority within 60 days from the Authority's demand, the Authority shall charge the Sludge Generator interest on the amount owed at a rate of 1% per month until such payment and accumulated interest has been received by the Authority.

Section 6.6 INSURANCE. The Authority shall use commercially reasonable efforts to provide that the Company be required to include the Sludge Generator as an additional insured on all operation period liability insurance policies the Company is required to maintain under the Operation Agreement, except for any worker's compensation and disability benefits liability policies. At all times during the Term of this Agreement, the Sludge Generator shall maintain a \$2,000,000 level of liability coverage on its Sewerage System, either by purchasing liability

insurance or by demonstrating a self-insurance program which can adequately provide such coverage.

Section 6.7 AMENDMENTS. Neither this Agreement nor any provision hereof may be changed, modified, amended or waived except by written agreement duly executed by both parties.

Section 6.8 NOTICE OF LITIGATION. Each party shall deliver written notice to the other of any litigation or similar proceeding to which it is a party and which questions the validity or enforceability of this Agreement or any other contract or agreement executed by the Authority or the Sludge Generator or any regulatory or license, permit or approval issued in connection herewith.

Section 6.9 FURTHER ASSURANCES. At any and all times the Authority and the Sludge Generator so far as may be authorized by law shall pass, make, do, execute, acknowledge and deliver any and every such further resolutions, acts, deeds, conveyances, instruments, assignments, transfers and assurances as may be necessary or reasonably requested by the other in order to give full effect to this Agreement.

Section 6.10 ASSIGNABILITY. Except as expressly provided in this Section, no party to this Agreement may assign or encumber any interest herein to any person without the consent of the other party hereto, and the terms of this Agreement shall inure to the benefit of and be binding upon the respective successors or assigns of each party hereto. The parties hereto retain the right to reorganize and to have any other body corporate and politic or political subdivision of the State succeed to the rights, privileges, powers, immunities, liabilities, disabilities, functions and duties of either party hereto, as may be authorized by law, in the absence of any prejudicial impairment of any obligation of contract hereby imposed. The Authority may assign

its rights hereunder to any fiduciary as security to the extent required in connection with the issuance of Bonds.

Section 6.11 INDEMNIFICATION.

(A) By Authority. To the extent allowable by law, the Authority agrees that it will protect, indemnify and hold harmless the Sludge Generator and its respective officers, employees, agents, representatives, contractors and subcontractors from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, and will defend such parties in any suit, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of (1) the negligence or fault of the Authority or any of its officers, members, employees, agents, representatives, contractors or subcontractors in connection with its obligations or rights under this Agreement, or (2) the performance or non-performance of the Authority's obligations under this Agreement.

(B) By Sludge Generator. To the extent allowable by law, the Sludge Generator agrees that it will protect, indemnify and hold harmless the Authority and its respective officers, employees, agents, representatives, contractors and subcontractors from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, and will defend such parties in any suit, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of (1) the negligence or fault of the Sludge Generator or any of its officers, members, employees, agents, representatives, contractors or subcontractors in connection with its obligations or rights under this Agreement, or (2) the performance or non-performance of the Sludge Generator's obligations under this Agreement.

Section 6.12 UNCONTROLLABLE CIRCUMSTANCES. Except as otherwise provided herein with respect to the Service Covenant, neither party shall be liable to the other for any failure or delay in the performance of any obligation under this Agreement to the extent due to the occurrence of an Uncontrollable Circumstance. The party experiencing an Uncontrollable Circumstance shall give prompt written notice to the other, and use all reasonable efforts to eliminate the cause thereof, reduce costs and resume performance hereunder. The parties hereto acknowledge that the occurrence of an Uncontrollable Circumstance under the Operation Agreement which affects the Authority's ability to comply with the Service Covenant shall constitute an Uncontrollable Circumstance hereunder.

Section 6.13 BINDING EFFECT. This Agreement shall bind and inure to the benefit of the parties hereto and any successor or assignee acquiring an interest hereunder consistent with the provisions of Section 6.10 hereof.

Section 6.14 FORUM FOR DISPUTE RESOLUTION. The sole and exclusive forum for the determination of any question of law or fact to be determined in any judicial proceeding relating to this Agreement shall be the Supreme Court of the State of New York sitting in Rockland County, New York. It is the express intention of the parties that all legal actions and proceedings related to this Agreement or to the Facility or to any rights or any relationship between the parties arising therefrom shall be solely and exclusively initiated and maintained in such Court.

Section 6.15 NOTICES.

(A) Operating Notices. Any notice or communication hereunder related to routine, operation matters arising under the Agreement and related day-to-day operations issues

("Operating Notices"), shall be delivered by email, facsimile, or may be give personally by telephone promptly followed by email or facsimile confirmation as follows:

If to the Authority: Executive Director  
Rockland County Solid Waste Management  
Authority  
420 Torne Valley Road  
P.O. Box 1217  
Hillburn, New York 10931  
E-Mail: [aroppolo@rocklandrecycles.com](mailto:aroppolo@rocklandrecycles.com)

To the Sludge Generator:

Mr. Joseph Moran  
Commissioner  
Town of Orangetown Water & Sewer District  
127 Rt. 303  
Orangeburg, New York 10962  
e-mail: [jmoran@orangetown.com](mailto:jmoran@orangetown.com)

(B) Notices Other Than Operating Notices. All notices, consents, approvals or communications given pursuant to the terms of this Agreement other than Operating Notices, shall be given in writing and shall be sufficiently given if delivered in person or by overnight courier to the following:

If to the Authority: Executive Director  
Rockland County Solid Waste Management  
Authority  
420 Torne Valley Road  
P.O. Box 1217  
Hillburn, New York 10931  
E-Mail: ARoppolo@RocklandRecycles.com

To the Sludge Generator:

Mr. Joseph Moran  
Commissioner  
Town of Orangetown Water & Sewer District  
Orangeburg, New York 10962  
e-mail: jmoran@orangetown.com

(C) Changes to Notification Addresses. Changes in the respective addresses to which such notices may be directed may be made from time to time by any party by written notice to the other party. Notices and communications given by mail hereunder shall be deemed to have been given five (5) days after the date of dispatch. All other notices shall be deemed to have been given upon receipt.

IN WITNESS WHEREOF, the parties have caused this Intermunicipal Sludge Management Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

ROCKLAND COUNTY SOLID WASTE  
MANAGEMENT AUTHORITY



By: \_\_\_\_\_  
Anna Roppolo  
Executive Director

ATTEST:

ORANGETOWN SEWER DISTRICT  
WASTEWATER TREATMENT PLANT

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

## **APPENDIX A**

### **TO INTERMUNICIPAL SLUDGE MANAGEMENT AGREEMENT**

**Between**

**THE ROCKLAND COUNTY SOLID WASTE  
MANAGEMENT AUTHORITY**

**and**

**ORANGETOWN SEWER DISTRICT WASTEWATER  
TREATMENT PLANT**

### **LITIGATION**

There is presently no action, suit or other proceeding, at law or in equity, before or by any court or governmental authority pending or, to the Sludge Generator's best knowledge, threatened against the Sludge Generator which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by the Sludge Generator in connection with the transactions contemplated hereby, or which would materially or adversely affect the performance by the Sludge Generator of its obligations hereunder or under any such agreement or instrument.

Notwithstanding the aforesaid, and for the information of the Authority, the Wastewater Treatment Plant operated by the Town of Orangetown through Sewer District #2, since 2014, has been subject to an Order on Consent with the N.Y.S. Department of Environmental Conservation, as relates to aspects of the wastewater treatment plant and related facilities. A copy of the Order of Consent, with which the Sewer District is in compliance, is annexed hereto.

**APPENDIX B**  
**FACILITY PERMIT**

**[PERMIT TO BE INSERTED HERE]**



**PERMIT**  
**Under the Environmental Conservation Law (ECL)**

**Permittee and Facility Information**

**Permit Issued To:**  
ROCKLAND COUNTY SW MGMT  
AUTHORITY  
420 TORNE VALLEY RD  
PO BOX 354  
HILLBURN, NY 10931  
(845) 753-2200

**Facility:**  
ROCKLAND COUNTY CO-COMPOSTING  
FACILITY  
400 TORNE VALLEY RD  
HILLBURN, NY 10931

**Facility Permit Contact:**  
BRIAN FLEURY  
WECARE ORGANICS  
9293 BONTA BRIDGE RD  
JORDAN, NY 13080  
(845) 753-2242

**Facility Location:** in RAMAPO in ROCKLAND COUNTY

**Facility Principal Reference Point:** NYTM-E: 570.2646296337269      NYTM-N:  
4553.322528071351

Latitude: 41°07'41.4" Longitude: 74°09'46.5"

**Authorized Activity:** Operation of a sewage sludge co-composting facility for an average of 90 wet tons per day, six days per week, of municipal waste water treatment plant sludge and other approved organic wastes in accordance with plans and reports identified in Solid Waste Management Condition #1 and as conditioned by this permit.

**Permit Authorizations**

**Solid Waste Management - Under Article 27, Title 7**

Permit ID 3-3926-00274/00001

(Solid Waste ID 44C10)

Renewal

Effective Date: 1/20/2017

Expiration Date: 1/19/2027

*Jan*



**NYSDEC Approval**

By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, and all conditions included as part of this permit.

Permit Administrator: SCOTT BALLARD, Deputy Regional Permit Administrator  
Address: NYSDEC Region 3 Headquarters  
21 S Putt Corners Rd  
New Paltz, NY 12561

Authorized Signature: \_\_\_\_\_

Date 1/19/17

**Distribution List**

BRIAN FLEURY  
J. Lansing/T. Laibach, DMM Region 3  
S. Rowland/M. Baker/K. Ellsworth, DMM Albany  
A. Roppolo, RCSWMA  
J. Heath, GHD

**Permit Components**

SOLID WASTE MANAGEMENT PERMIT CONDITIONS

GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

**SOLID WASTE MANAGEMENT PERMIT CONDITIONS**

1. **Conformance With Plans** All activities authorized by this permit must be in strict conformance with the permit application, plans and materials prepared by Rockland County Solid Waste Management Authority on September 9, 2015; and the Approved Documents referenced in Solid Waste Management Condition #24.

2. **Part 360** The facility must operate in conformance and compliance with 6 NYCRR Part 360 Solid Waste Management Facilities Regulations (part 360) or any revisions hereafter promulgated and any State law, rule, code, or regulation; and, the special and general conditions of this permit

Failure of the permittee to meet any of the terms and conditions of this permit is a violation of Part 360 and may be subject the permittee to enforcement action.

**3. Compliance** Initial issuance or renewal of this permit shall not be construed as a determination by the Department that the facility is in compliance with applicable regulations or with the permit conditions. Compliance determination will be made by the Department by means of periodic facility inspections and compliance audits.

The permittee shall only accept solid waste generated by sources located within municipalities or planning units which are included in a comprehensive recycling analysis (CRA) which has been approved by the Department pursuant to 6 NYCRR Part 360-1.9(f) and which has implemented the recyclables recovery determined to be feasible by the analysis.

#### **AUTHORIZED WASTE and OPERATIONS**

**4. Tonnage Limit** The Permittee is authorized to accept a maximum of 33,000 total wet tons per year of the organic material specified below for composting. Within this yearly maximum, the facility may accept a daily average of 90 wet tons per day and up to a maximum of 195 wet tons per day provided the facility does not contravene any condition of this permit, any provision of Part 360, or any article of Environmental Conservation law. A calendar month shall be the period of time used for tonnage calculation.

**5. Acceptable Wastes** The facility shall only accept and accumulate:

Biosolids: (sewage sludge dewatered to at least 13% total solids) from the following sources: Rockland County Sewer District 01, Town of Orangetown, Town of Guilderland, Village of Suffern, Town of Stony Point, Joint Regional (Haverstraw and West Haverstraw), West Point Military Academy, Joint Meeting (Essex & Union counties, NJ), Highlands WWTP, 7 NYCDEP Sludge De-Watering Facilities, City of Little Falls.

Yard Waste: leaves, grass clippings, garden debris, brush

Uncontaminated shredded wood and low grade paper

Dewatered Filtration Plant Sludge from the United Water Lake DeForest Plant

Clean Food Waste: sourced from pre-consumer and post-consumer generators that actively minimize inorganic material unsuitable for composting as outlined in the permittee's O&M manual. Refer to GC 28, Facility Documents and Plans.

**6. Unacceptable Wastes** The permittee is prohibited from accepting any waste other than outlined in Solid Waste Management Permit Condition #5 unless otherwise approved by the Regional Materials Management Supervisor (RMMS) or his designee.

**7. Ultimate Disposal of Waste** All solid waste passing through the facility must be ultimately treated or disposed of at a facility authorized by the Department if located in New York State, or by the appropriate governmental agency or agencies if in other states, territories, or nations.

**8. Operating Hours** The facility may operate continuously, but deliveries to the composting facility shall be made only between the hours of 7:00 a.m. to 7:00 p.m., Monday through Saturday. Emergency deliveries after normal operating hours or on Sunday may take place only with the written approval of the RMMS.



**9. Inbound Organics** The input of biosolids and other organic material to the composting facility must meet the pollutant limits established in Table 4 of Section 360-5.10. Biosolids and other organic material found unacceptable for composting shall be disposed of at an approved solid waste management facility.

**10. Pathogen and Vector Attraction Reduction** The facility must meet pathogen reduction (PR) and vector attraction reduction (VAR) requirements. For PR, the temperature of the entire compost mix must be maintained at 55 degrees C (131 degrees F) or higher for at least three consecutive days. For VAR, the entire compost mix must be maintained above 40 degrees C (104 degrees F) for at least 14 consecutive days, with the average temperature during the period higher than 45 degrees C (113 degrees F). The three days for PR can count towards the VAR detention-time requirement, but the time for VAR cannot include any time before PR has begun. The combined number of days in the active composting cycle plus days in the curing cycle shall be a minimum of fifty (50) days. (Refer to Solid Waste Management Permit Condition #32, Analyses of Biosolids.)

**11. Leachate** All leachate generated by storage, handling or composting must be controlled, collected and disposed in a manner approved by the Department.

**12. Odor Control** Adequate odor control shall be provided at the biosolids compost facility such that chronic odors do not adversely affect residential, business, institutional and recreational use and enjoyment of the surrounding properties. If the Department determines, based on staff investigation, that odors from this facility constitute a nuisance or hazard to health or property in the surrounding area in contravention of Part 360 standards, the Department shall so notify the permittee by Certified Mail. Any operational changes deemed necessary by the Department to abate odors must be followed. If the Department determines that odor problems persist at this facility, the Department may modify, suspend or revoke this permit to achieve odor control.

Any odor or other complaints about the operation of this facility must be documented, including a description of action taken to alleviate the concern and the results of the action. Documentation must be available for review at the Department's request and included in Section 10 of the facility annual report. (Refer to Solid Waste Management Permit Condition #31, Annual Report.)

**13. Product Storage and Use** The product must be mature and must be used in a legitimate manner as a soil amendment. The department may require testing of the product for maturity prior to distribution on a case by case basis. Maturity testing may include but not be limited to: potential for reheating, organic matter reduction, plant growth impact, or oxygen consumption. The degree of maturity required will depend on the use of the product.

The compost product must not contain pollutant levels greater than the values found in Table 7 of Section 360-5.10. The addition of sawdust, soil or other materials to the process or the product for dilution purposes is not allowed. Compost product that exceeds standards shall be disposed of at an approved solid waste management facility with written confirmation to the department.

The finished compost particle size must not exceed 10 millimeters or 0.39 inches in length, except for wood particles derived from the use of wood chips as a bulking agent in composting.

On site product storage is limited to 24 months, unless otherwise approved by the department.



An information sheet or brochure must be provided to the compost user, including the name and address of the facility, the phone number, and recommended safe uses and any restrictions on use.

#### **FACILITY OPERATIONS**

**14. Control Program** Pursuant to 360-1.14(e)(1), a control program, which must include an employee training program, must be instituted to recognize and properly handle unauthorized waste brought to the facility. An employee who has been trained in accordance with the facility-specific training program in the approved O&M Plan must be present as loads of incoming solid waste are discharged onto the tipping floor or processing pad to inspect each load for unauthorized waste.

Unauthorized waste received at the facility shall be removed from the facility as soon as practicable but not to exceed 90 days after discovery. The Department must be notified of each incident as specified elsewhere in this permit, and in the annual report. Records of each incident shall be maintained pursuant to Part 360-1.14(j)(1) and made available for Department review at the facility. At a minimum, the record of the incident shall contain the date the waste was received, the type of waste received, the date of disposal, the disposal method, and the location of disposal. Any unauthorized waste accepted at the facility must be managed in accordance with applicable Federal or State laws and regulations.

**15. Safety Hazards** Safety hazards to all persons at the facility shall be minimized at all times. The permittee shall keep all facility employees familiar with the Operation and Maintenance & Contingency Plans which are available for ready reference on the site.

**16. Adequate Personnel** Adequate personnel shall be on site to maintain proper operation of the facility at all times.

**17. Access** Access to and use of the facility shall be controlled by fencing, gates, and signs. A sign posted at all access points shall state the hours of operation and the types of waste accepted by the facility for processing.

**18. Nuisance Conditions** The operation of the facility must be conducted in such a manner that dust, litter, vectors, noise, and odors do not cause a nuisance condition or pose a threat to the health and safety. Any operational changes deemed necessary by the Department to correct nuisance conditions must be implemented.

#### **CONSTRUCTION REQUIREMENTS**

**19. New Construction** At least ninety (90) days prior to commencement of any new construction, including subsequent phases, the permittee shall submit to the Department for its review and approval, engineering plans prepared by an individual who is licensed to practice engineering in the State of New York. Except for emergency repairs, no construction shall commence until written approval is received from the Department. All construction activities at this site must be supervised by an individual licensed to practice engineering in the State of New York.

**20. Plans and Specifications** All construction shall be in strict conformance with engineering plans and specifications prepared by a professional engineer (PE) licensed to practice in New York State, and any revisions to those plans and reports which are approved in writing by the Department.



21. **Notifications** The permittee must notify the Department in writing and five (5) days prior to commencement of any construction, including subsequent phases of a construction project, to provide the Department with an opportunity to observe and inspect the construction.

22. **Certification** A Construction Certification Report signed, stamped and certified by a professional engineer (PE) licensed to practice in the State of New York, must be submitted to the Department within forty-five (45) days after completion of any construction. The construction certification report must certify that the construction was completed in accordance with the PE certified plans and/or reports and in compliance with all applicable 6 NYCRR Part 360 regulations. As-built drawings of the new construction as well as photographs, shall be submitted to the RMMS as part of the Report.

### ENVIRONMENTAL MONITOR

23. **Monitor Account** In the event an environmental monitor is assigned to the facility, the account to fund the environmental monitor(s), if established under permit, shall be as follows:

- A. The Permittee shall fund environmental monitoring services to be performed by or on behalf of the Department. These monitoring services will include, but not be limited to, the scope of work in an annual environmental monitoring work plan which is incorporated by reference and enforceable under this Permit.
- B. The Permittee shall provide to the Department on an annual basis the funds necessary to support the activities set forth in the annual environmental monitoring work plan. The sum to be provided will be based on the annual budgeted amount and is subject to annual revision. Subsequent annual payments shall be made for the duration of this Permit or until the environmental monitoring services are no longer necessary, whichever comes first.
- C. The Permittee shall be billed annually, prior to the start of each State Fiscal Year (SFY) (April 1). If this Permit is to first become effective subsequent to April 1, the initial bill will be for an amount sufficient to meet the anticipated cost of the environmental monitoring services through the end of the current SFY.
- D. The Department may revise the required annual bill on an annual basis to include all of the Department's estimated costs associated with the environmental monitoring services. The annual revision may take into account such factors as inflation, salary increases, changes in the fringe benefits rate, changes in operating hours and procedures, changes in non-personal service costs (including travel, training, sampling and analytical, and equipment costs, etc.), an increase or decrease in the level of environmental monitoring services necessary, and an increase or decrease in the number of environmental monitors. Upon written request by the Permittee, the Department shall provide the Permittee with a written explanation of the basis for any revisions.
- E. Prior to making its annual payment, the Permittee will receive, and have an opportunity to review, an annual environmental monitoring work plan that the Department will undertake during the year.

- F. Payments are to be made in advance of the period in which they will be expended and shall be made in full within 30 days of receiving a bill from the Department. The bill from the Department to the Permittee will provide information regarding to whom payments should be made payable and the address to which payments should be sent.
- G. Failure to make the required payments shall be a violation of this Permit. The Department reserves all rights to take appropriate action to enforce the above payment provisions.
- H. The environmental monitor shall abide by all of the Permittee health and safety and operational requirements and policies, if such requirements and policies exist and provided they are not inconsistent with Department policies and labor management contracts, and further provided, however, that this shall not be construed as limiting the environmental monitor's powers as otherwise provided for by law and shall not result in the environmental monitor being afforded less protection than otherwise provided to the environmental monitor by State and Federal health & safety requirements.
- I. The environmental monitor shall receive from the Permittee all general and site-specific safety training which is normally given to new facility/site employees for all areas of the facility or site. This training will be a supplement to the health & safety training that the environmental monitor receives from the Department.
- J. Upon selection of the environmental monitor, the Permittee shall immediately furnish to the environmental monitor any facility/site health & safety and operational requirements and policies. Within five (5) days of any revision to the facility/site health and safety and operational requirements and policies, the Permittee shall furnish to the environmental monitor the health & safety and operational requirements and policies.
- K. The environmental monitor shall be permitted to use environmental monitoring and data collection devices (e.g., photo ionization detectors, cameras, video recording devices, computers, cell phones, etc.) deemed necessary by the Department to evaluate and document observed conditions. Copies of the data or images collected from areas where confidentiality is a concern shall be provided to the Permittee upon their request. The Permittee may request the data and images be considered confidential information if appropriate.
- L. It will remain the responsibility of the Permittee to contact the Spill Hotline or any Division within the Department regarding any required notification of any spill, release, exceedances, etc. Notification to the environmental monitor will not be considered sufficient to replace any required notifications.

#### APPROVED DOCUMENTS

**24. Approved or Relevant Documents** The facility shall be operated in conformance with the following approved or relevant plans and documents, to the extent they do not conflict with 6 NYCRR Part 360 Solid Waste Management Facilities Regulations and this permit:

- a) The Part 360 Permit Application and Engineer's Report dated April 1995 submitted under the signature of Elias W. Pritchard, P.E.



- b) Co-Composting Facility Building Repairs Construction Documentation Report dated October 2015 under the signature of Jeffrey H. Heath, P.E
- c) Renewal Application Materials dated January 19, 2016 under the signature of Jeffrey H. Heath, P.E.
- d) Variance Request from Rockland County Solid Waste Management Authority dated August 2, 2016 on copper levels from receiving sludge for Sewer District #1
- e) Plans, reports and manuals approved pursuant to the requirements of Solid Waste Management Permit Conditions #26 and #27.

The above documents supersede all previously approved plans for the facility.

### SUBMISSIONS, APPROVALS, and NOTIFICATIONS

**25. Submissions** Unless otherwise specified, all submissions required by this permit shall be made as follows:

One paper copy and one digital copy on CD to:

Regional Materials Management Supervisor  
Division of Materials Management - Region 3  
New York State Department of Environmental Conservation  
21 South Putt Corners Rd.  
New Paltz, New York, 12561-1620

One paper copy and one digital copy on CD to:

Bureau of Permitting and Planning  
Division of Materials Management  
New York State Department of Environmental Conservation  
625 Broadway, 9th Floor  
Albany, New York 12233-7258

**26. Facility Documents and Plans** Within ninety (90) days of the effective date of this permit, the permittee shall provide a completely updated Operation and Maintenance Plan. This plan shall include an operational Contingency Plan along with a Clean Food Waste Acceptance Protocol as outlined in Special Condition #3. This submittal shall be signed and stamped by a licensed Professional Engineer.

**27. Approvals** All approvals required by this permit shall be obtained in writing from either the Regional Materials Management Supervisor (RMMS) or the Regional Permit Administrator (RPA), or their designees.

The Permittee shall obtain prior approval from the Department for any new construction or work which will result in a modification of the facility or any component of the facility.

Prior approval is not required for the repair or replacement of a facility component provided that such repair or replacement does not result in a modification of the facility or any component of the facility and provided that the Department is notified in writing within 24 hours after completion of the repair or replacement work. However, repairs such as floor replacement, biofilter and leachate collection system repairs do require prior notice, plans and approval as deemed necessary by the Department.



Emergency repairs to facility components which result in a modification, as defined above, are undertaken at the risk of the Permittee, unless prior approval is granted by the Department. The Permittee shall restore the facility to its previously approved configuration, if directed to do so by the Department.

**28. Notifications** The permittee shall notify the Regional Materials Management Supervisor (RMMS) by telephone (845) 256-3123 or e-mail (james.lansing@dec.ny.gov) immediately of any emergency situations, including fires, receipt of regulated medical waste or hazardous waste, spills, a cessation of operation at the facility, or if any structure or component becomes damaged or malfunctions in any way. The notification shall describe the nature of the emergency, emergency actions taken or proposed, and the schedule for implementation of the emergency actions. These emergency incidents must be further documented in the facility's annual report.

Prior to performing any non-routine construction, monitoring, or maintenance activity, (except for emergency repairs), the RMMS shall be notified in writing at least five (5) business days in advance of such activity.

#### **REPORT and RECORDS**

**29. Permit and Plans** A copy of this permit, along with all documents mentioned in the special conditions and documents required by 6 NYCRR Part 360, must be available for inspection by NYSDEC during operational hours at the project site.

The Permittee shall make all facility employees familiar with the approved Operation & Maintenance Manual and Contingency Plan and have them available for ready reference on the site. The permittee shall provide copies of the approved plans to the Rockland County Health Department.

The facility shall have individual/individuals on site that is/are sufficiently trained in the implementation of the Contingency Plan and is/are sufficiently trained in incident response. The Permittee shall be responsible for making these documents available for non-English speaking employees whose primary language is other than English. These documents must be available to employees no later than sixty (60) days after the effective date of this permit and/or the start of a new employee with special language requirements.

**30. Updates** All reports, plans and manuals, unless otherwise specified in the permit application or special conditions, must be updated no less frequently than renewal of the permit to operate. The permittee must submit revised plans and reports at any time that such revisions are necessary to comply with revised 6 NYCRR Part 360 regulations and/or whenever the permittee is notified by the Department that revisions are necessary to comply with applicable 6 NYCRR Part 360 regulations, regardless of whether or not such plans or reports have been previously approved. All updated plans, manuals, and reports must be prepared, stamped and signed by a Professional Engineer licensed to practice engineering in the State of New York.

**31. Annual Report** An annual report shall be submitted no later than March 1 of each calendar year while this permit is in effect. The annual report must be prepared in accordance with Part 360 requirements detailed in the Permitted Facility Annual Report for Biosolids Composting which can be downloaded from this link on the Department's website:  
<http://www.dec.ny.gov/chemical/52706.html>



32. **Analyses of Biosolids** All sewage sludge particles must be exposed to the required time and temperature to ensure that the Pathogen Reduction (PR) and Vector Attraction Reduction (VAR) requirements are met. Compliance with the PR and VAR requirements must be based on the lowest temperature readings, not an average of temperatures from each location. Temperature probes must be calibrated according to manufacturer recommendations at least annually. The input biosolids must be analyzed annually in accordance with the following:

- a. The parameters for analysis found in Table 1 of Section 360-5.10.\*
- b. The minimum number of analyses required depends on the quantity of input biosolids outlined in Table 6 of Section 360-5.10.
- c. With the exception of pH and total solids, all results must be reported on a dry-weight basis. The analyses must comply with the following criteria:
  - The sampling date, location and protocol used to obtain representative samples for each analysis must be recorded.
  - Analyses must be performed by a NYSDOH certified laboratory using the methods and protocol in Table 12 of Section 360-5.10.

The department may reduce the annual number of analyses for Group A, B and C parameters required if the waste quality consistently meets the quality standards.

\*The Variance Request (see Solid Waste Management Permit Condition #24(d), Approved or Relevant Documents) to increase monthly copper concentrations from 1500 mg/kg to 1800 mg/kg dry weight for the Sewer District #1 (Orangeburg WWTP) is hereby approved. The Authority must continue to investigate the reasons for increased copper concentrations from this source. No change to the regulatory pollutant limits on the compost product has been requested nor provided with this variance authorization.

33. **Daily Operational Records** Operational records must include all monitoring data, quantity of material processed, quantity of product curing, and quantity of product intended for use. The following information must be retained at the facility:

- a. A copy of the complete and final permit application.
- b. Records of pollutant concentration including: date of sample collection, sampling location, sample type, name of sampler, name of laboratory, analytical methods used, quality assurance/quality control procedures, and analytical results.
- c. Records of PR and VAR methods used, a description of how compliance was achieved, and supporting monitoring and analytical data.

All inspection logs, records and monitoring records shall be maintained by the Permittee for a period of seven years from the date of recording.

#### **CHANGES in OWNERSHIP or MANAGEMENT**

34. **Transfer Process** Pursuant to 6 NYCRR Part 621, prior to a change in the owner(s) or the operator(s) of the facility, the Permittee is required to submit for approval information needed by the Department to determine the fitness of the individual or company who will assume operation or ownership of the facility. The following requirements apply:



- a. If the Permittee intends to contract with an individual or company to become a new operator of the facility, the Permittee must notify the RMME in writing at least thirty (30) days prior to the proposed change in operator and the proposed operator must submit a completed Record of Compliance (ROC) form.
- b. For a corporate permittee, whose stock is privately held, if there is any change in officers, principals, directors or stockholders of the permitted company, the permittee must notify the RMME at least thirty (30) days prior to this change and submit a completed ROC form for each officer, principal, etc. that is proposed to change.
- c. If an individual or another company acquires any or all of the stock of the permitted company, the stock buyer must notify the Department at least thirty (30) days prior to the proposed change in stock ownership and submit a completed ROC form. If the stock buyer is a non-publicly traded company, then any officer, principal, director or stockholder of the company acquiring the stock, as well as the company itself, must submit a completed ROC form. If the new stockholder is a publicly traded company, any stockholder of it who owns (or increases their stock ownership to) at least 25% of the publicly traded stock must submit a "30-day prior notification" and a completed ROC form to the Department.

#### **FINANCIAL ASSURANCE and CLOSURE REQUIREMENTS**

35. **Closure** Unless this permit is renewed, the permittee shall close the site prior to the expiration date of this permit or prior to the expiration of any renewals of this permit in accordance with the closure requirements in 6 NYCRR Part 360-1.14.

Within forty-five 45 days of the completion of the closure activities, the permittee shall submit to the RMMS a certification, prepared and stamped by a Professional Engineer licensed to practice engineering in New York State, that the facility has been closed in accordance with 6 NYCRR Part 360-1.14 and 360-6.6; and certifying that the need for further maintenance or corrective actions is minimized and that adverse environmental or health impacts such as, but not limited to, contravention of surface water and groundwater quality standards, gas migration, odors and vectors are prevented or remedied.

36. **Financial Assurance** In accordance with 6NYCRR Part 360-1.12 and Part 373-2.8 of this title, the department may elect to require a form of Financial Assurance along with an original signed duplicate Standby Trust Agreement acceptable to the Department, in an amount acceptable to the Department, for closure and post-closure monitoring of the Co-composting facility. Such financial document shall clearly state any expiration date assigned by the financial institution or permittee. Neither the provision of the Financial Assurance, nor any act of the Department in drawing upon the financial funding shall relieve the permittee of their obligation to comply with this permit and the requirements to close the facility properly. The surety shall be in a form acceptable to the Department, and submitted to:

Regional Materials Management Supervisor  
Division of Materials Management – Region 3  
New York State Department of Environmental Conservation  
21 South Putt Corners Road  
New Paltz, New York 12561-1620



**In the alternative, this permittee may seek coverage under Part 360-2.19(e)(6) or (8) local government financial test or guarantee respectively.**

The Department reserves the right to adjust the amount of the Financial Assurance to account for changing closure costs and for non-compliance with any conditions of this permit or any requirement of Part 360.

In the event that the financial institution or permittee proposes to terminate the Financial Assurance at any time, the permittee shall, no less than thirty (30) days prior to the effective date of such termination, provide a substitute Financial Assurance in the same amount and form, or other form acceptable to DEC. If an acceptable substitute has not been provided by thirty (30) days prior to the termination date, DEC may draw upon the Financial Assurance for its amount and hold the amount drawn as a cash collateral guarantee until such time as an acceptable substitute is provided or if necessary during the time prior to the provision of a substitute Financial Assurance, may expend such sums as may be required in the event of the permittee's default of its obligations regarding compliance with this permit, the Permit to Operate these facilities or their closure.

The department will provide 60-day notice to the permittee should financial assurance be required.

#### **CESSATION of CONSTRUCTION or OPERATIONS**

37. **Cessation** The facility must routinely and regularly receive authorized solid waste during the permit period. All equipment necessary for the safe and compliant operation of the facility, and required by the approved Engineering Report, O&M Manual, Contingency Plan, and the terms of this permit, must be in place and functional at all times. If construction or operation activities allowed under this permit cease for a period of twelve (12) consecutive months, the permit automatically expires on the last day of the 12th month following cessation of activities. There is no automatic expiration when the cessation of construction or operation is caused by factors beyond the reasonable control of the permittee, as determined by the Department, or when such cessation is in accordance with the provisions of the permit.

#### **GENERAL CONDITIONS - Apply to ALL Authorized Permits:**

1. **Facility Inspection by The Department** The permitted site or facility, including relevant records, is subject to inspection at reasonable hours and intervals by an authorized representative of the Department of Environmental Conservation (the Department) to determine whether the permittee is complying with this permit and the ECL. Such representative may order the work suspended pursuant to ECL 71-0301 and SAPA 401(3).

The permittee shall provide a person to accompany the Department's representative during an inspection to the permit area when requested by the Department.

A copy of this permit, including all referenced maps, drawings and special conditions, must be available for inspection by the Department at all times at the project site or facility. Failure to produce a copy of the permit upon request by a Department representative is a violation of this permit.



**2. Relationship of this Permit to Other Department Orders and Determinations** Unless expressly provided for by the Department, issuance of this permit does not modify, supersede or rescind any order or determination previously issued by the Department or any of the terms, conditions or requirements contained in such order or determination.

**3. Applications For Permit Renewals, Modifications or Transfers** The permittee must submit a separate written application to the Department for permit renewal, modification or transfer of this permit. Such application must include any forms or supplemental information the Department requires. Any renewal, modification or transfer granted by the Department must be in writing. Submission of applications for permit renewal, modification or transfer are to be submitted to:

Regional Permit Administrator  
NYSDEC Region 3 Headquarters  
21 S Putt Corners Rd  
New Paltz, NY12561

**4. Submission of Renewal Application** The permittee must submit a renewal application at least 180 days before permit expiration for the following permit authorizations: Solid Waste Management.

**5. Permit Modifications, Suspensions and Revocations by the Department** The Department reserves the right to exercise all available authority to modify, suspend or revoke this permit. The grounds for modification, suspension or revocation include:

- a. materially false or inaccurate statements in the permit application or supporting papers;
- b. failure by the permittee to comply with any terms or conditions of the permit;
- c. exceeding the scope of the project as described in the permit application;
- d. newly discovered material information or a material change in environmental conditions, relevant technology or applicable law or regulations since the issuance of the existing permit;
- e. noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.

**6. Permit Transfer.** Permits are transferrable unless specifically prohibited by statute, regulation or another permit condition. Applications for permit transfer should be submitted prior to actual transfer of ownership.



## NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

### **Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification**

The permittee, excepting state or federal agencies, expressly agrees to indemnify and hold harmless the Department of Environmental Conservation of the State of New York, its representatives, employees, and agents ("DEC") for all claims, suits, actions, and damages, to the extent attributable to the permittee's acts or omissions in connection with the permittee's undertaking of activities in connection with, or operation and maintenance of, the facility or facilities authorized by the permit whether in compliance or not in compliance with the terms and conditions of the permit. This indemnification does not extend to any claims, suits, actions, or damages to the extent attributable to DEC's own negligent or intentional acts or omissions, or to any claims, suits, or actions naming the DEC and arising under Article 78 of the New York Civil Practice Laws and Rules or any citizen suit or civil rights provision under federal or state laws.

### **Item B: Permittee's Contractors to Comply with Permit**

The permittee is responsible for informing its independent contractors, employees, agents and assigns of their responsibility to comply with this permit, including all special conditions while acting as the permittee's agent with respect to the permitted activities, and such persons shall be subject to the same sanctions for violations of the Environmental Conservation Law as those prescribed for the permittee.

### **Item C: Permittee Responsible for Obtaining Other Required Permits**

The permittee is responsible for obtaining any other permits, approvals, lands, easements and rights-of-way that may be required to carry out the activities that are authorized by this permit.

### **Item D: No Right to Trespass or Interfere with Riparian Rights**

This permit does not convey to the permittee any right to trespass upon the lands or interfere with the riparian rights of others in order to perform the permitted work nor does it authorize the impairment of any rights, title, or interest in real or personal property held or vested in a party to the permit.

**Item E: SEQR Type II Action, Renewal Under the State Environmental Quality Review Act (SEQR),** the Department of Environmental Conservation has determined that this permit is a renewal where there will be no material change in permit conditions or the scope of permitted activities and is therefore a Type II Action and not subject to further procedures under this law.

## NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Permits, Region 3  
21 South Putt Corners Road, New Paltz, NY 12561-1620  
P: (845) 256-3054 | F: (845) 256-4659  
www.dec.ny.gov

### IMPORTANT NOTICE TO ALL PERMITTEES

The permit you requested is enclosed. Please read it carefully and note the conditions that are included in it. The permit is valid for only that activity expressly authorized therein; work beyond the scope of the permit may be considered a violation of law and be subject to appropriate enforcement action. Granting of this permit does not relieve the permittee of the responsibility of obtaining any other permission, consent or approval from any other federal, state, or local government which may be required.

Please note the expiration date of the permit. Applications for permit renewal should be made well in advance of the expiration date (minimum of 30 days) and submitted to the Regional Permit Administrator at the above address. For SPDES, Solid Waste and Hazardous Waste Permits, renewals must be made at least 180 days prior to the expiration date.

The DEC permit number & program ID number noted on page 1 under "Permit Authorization" of the permit are important and should be retained for your records. These numbers should be referenced on all correspondence related to the permit, and on any future applications for permits associated with this facility/project area.

If a permit notice sign is enclosed, you must post it at the work site with appropriate weather protection, as well as a copy of the permit per General Condition 1.

If the permit is associated with a project that will entail construction of new water pollution control facilities or modifications to existing facilities, plan approval for the system design will be required from the appropriate Department's regional Division of Water or delegated local Health Department, as specified in the State Pollutant Discharge Elimination System (SPDES) permit.

If you have any questions on the extent of work authorized or your obligations under the permit, please contact the staff person indicated below or the Division of Environmental Permits at the above address.

*Joseph A. Murray*

Division of Environmental Permits, Region 3  
Telephone (845) 256-3240

- Applicable only if checked. Please note all work authorized under this permit is prohibited during trout spawning season commencing October 1 and ending April 30.
- Applicable only if checked for STORMWATER SPDES INFORMATION: We have determined that your project requires coverage under the General Stormwater SPDES Permit. You must file a Notice of Intent to obtain coverage under the General Permit. This form can be downloaded at: <http://www.dec.ny.gov/chemical/43133.html>
- Applicable only if checked - MS4 Areas: This site is within an MS4 area (Municipal Separate Storm Sewer System), therefore the SWPPP must be reviewed and accepted by the municipality. The MS-4 Acceptance Form must be submitted in addition to the Notice of Intent.

Send the completed form(s) to: NYS DEC, Stormwater Permitting, Division of Water, 625 Broadway, Albany, New York 12233-3505; in addition, DEC requests that you provide one electronic copy of the approved SWPPP directly to NYS DEC, 100 Hillside Avenue - Suite 1W, White Plains, NY 10603-2880.



Department of  
Environmental  
Conservation

## APPENDIX C

### ODOR CONTROL FORMULAS

#### Hydrogen Sulfide (H<sub>2</sub>S)

< or = 3 mg/l

> 3 mg/l

#### Odor Control

No odor control measures necessary.

Odor control measures

as necessary to reduce hydrogen sulfide level to less than 3 mg/l.

#### Odor Control Measures

If Hydrogen Sulfide exceeds 3 mg/l the Sludge Generator shall submit an odor control countermeasure plan to reduce hydrogen sulfide levels to less than, or equal to 3 mg/l (the "Plan"). The Plan shall be submitted to the Authority in writing within three (3) days' notification of the exceedance and shall identify measures to effectively reduce hydrogen sulfide levels in the sludge. The Plan shall indicate any chemical dosages or other treatment measures, including dosage levels, which will be utilized to control odor. The Authority will respond to a proposed Plan within five (5) days of its receipt thereof. Upon acceptance by the Authority, the Sludge Generator shall implement the approved measures as soon as possible. Until odor is controlled, the Authority will consider the sludge to be Unacceptable Sludge.

## APPENDIX D

### ACCEPTABLE SLUDGE CRITERIA AND TESTING PROTOCOLS

Only "Acceptable Sludge" will be accepted by the Authority and processed at the Facility. The criteria for determining "Acceptable Sludge" will be based on Applicable Law, including pertinent regulations, and the following limits and testing protocols:

#### 1.0 SOLIDS CONTENT

##### 1.1 Minimum Solids Content

The minimum solids content shall be 13%. No chemical Additives are allowed to be added directly to the dewatered sludge unless approved by the Authority in writing prior to delivery.

##### 1.2 Average Solids Content

The following minimum average monthly solids content shall be provided by the Sludge Generator.

<u>Sludge Generator</u>	<u>Average % Solids</u>
Orangetown Sewer District WWTP	20.0%

## 2.0 SLUDGE SAMPLING

The Authority is responsible for generating a Compost product whose quality satisfies regulatory requirements under 6NYCRR Part 360-5 Solid Waste Management Regulations (for sludge compost) and produces a marketable end product. Sampling of both the dewatered sludge feedstock and the finished Compost product is required for documenting compliance with NY State Regulations under the Authority's existing permit.

New York State regulations (6 NYCRR Part 360-5) which apply to the marketing and distribution of compost derived from dewatered sludge establishes the frequency of sampling in proportion to the quantity of sludge generated.

### 2.1 Number and Frequency of Sampling

Table 2.1 presents the requisite number and frequency of sampling and analysis of sludge and finished Compost. The required sampling schedule for the Sludge Generator is a function of the annual quantity (dry/tons) of sludge produced. For the Facility, sampling frequency is also determined from its throughput based on regulatory requirements. For the purposes of this Agreement the frequency of sampling for sludge is based on the total quantity of sludge produced by the Sludge Generator during the previous calendar year. If testing results do not meet the limits established under this Appendix, then such sludge will be classified as "Unacceptable Sludge" and the Generator will be responsible for its disposal. The cost for retesting (sampling and analysis) Unacceptable Sludge shall be borne by the Sludge Generator.

### 2.2 Sampling Responsibility

The Sludge Generator will be responsible for collecting grab samples of dewatered sludge and creating a representative composite sludge sample. The Authority will be responsible for picking up the composite samples and their proper distribution. The Sludge Generator shall also be responsible for recording percent solids of sludge on a daily basis. All data shall be recorded on the Form D-1 (Rockland County Solid Waste Management Authority, Sludge Generation Report), included at the end of this Appendix, and submitted to the Authority on a monthly basis.

The Authority will provide to the Sludge Generator all collection grab and composite sampling containers for each new sampling period.

### 2.3 Sample Generation

#### 2.3.1 Grab Sample

The Authority will notify the Sludge Generator in advance of the intended sampling period at the regular intervals as identified in Table 2.1. During the sampling period, five (5) separate representative grab samples will be collected by the Sludge Generator. Grab samples will be collected no less frequently than twenty-four (24) hours between grab samples.

**TABLE 2.1  
NUMBER AND FREQUENCY OF SAMPLING  
DEWATERED SLUDGE**

Facility	Average Dry Tons/Year	Sampling Frequency
Orangetown Sewer District WWTP	1,080	Monthly

All samples shall be representative of the sludge to be processed at the Facility. Guidance on obtaining representative samples may also be found in "POTW Sludge Sampling and Analysis Guidance Document," USEPA, August 1989. The Authority shall be responsible for completing all analytical testing, which shall be performed by a laboratory certified by the NY State Department of Health, for each analysis, using test methods outlined under 6NYCRR Part 360-5. The above referenced methods also prescribe the appropriate Quality Assurance, Quality Control and Chain of Custody procedures to be followed for samples collected by the participating Sludge Generator.

Each grab sample will:

- Be preserved according to the Authority's directions and at a minimum, refrigerated to 4°C (39°F) until picked up by the Authority;
- Labeled with Sludge Generator identification;
- Include the date, collection time and sampling location;
- Identify the quantity of sludge (wet tons) generated during the twenty-four hour sampling period; and
- Identify the percent of moisture contained in each grab sample.

A sufficient quantity of sludge will be sampled to permit the construction of three (3) composite samples for each sampling period in an amount required by the Authority.

### 2.3.2 Composite Sample

The Sludge Generator will construct three (3) representative composite sludge samples from the five (5) individual daily grab samples. Construction of the composite sample will be based on a weighted average basis of dry tons of sludge generated each grab sampling day in proportion to the quantity of sludge produced for the day.

Each proportioned grab sample is then mixed and thoroughly combined with each other to produce a representative composite sample of one liter each (the "Composite Sample"). The Composite Sample is then divided into three samples each of approximately equal quantity, appropriately sealed for chain-of-custody trace and refrigerated to 4°C (39°F) until picked up by the Authority for distribution:

Each Composite Sample will be identified as follows:

- Dates of Grab Sampling, Labeled with Sludge Generator Identification, percent moisture, and weight of the composite sample;
- Total quantity of dewatered sludge produced during the Grab Sampling Period (Dry and Wet Tons/Sampling Period); and
- Identification Number of Composite Sample (supplied by the Authority) followed by the Number 1, 2 or 3.

The Authority will acknowledge the receipt of three (3) sealed containers of Composite Samples and distribute them as follows:

- Composite-1: To be retained by the Sludge Generator until laboratory analysis is received by the Authority and the sludge is approved for composting. Or, if the laboratory results are inconclusive or negative the Sludge Generator can submit its Composite-1 for a confirming analysis.
- Composite-2: To be delivered by the Authority, sealed, to the Authority's office. Composite-2 will be used as the final analysis if Composite-1 and Composite-3 are at odds.
- Composite-3: To be delivered by the Authority, sealed, to an analytical laboratory certified by the New York State Department of Health using test methods acceptable to the Department.

#### 2.4 Analytical Parameters

Table 2.2 establishes, as of the date of this Agreement, the maximum pollutant concentration limits for sludge to be processed at the Facility. If there are regulatory changes to these limits during the Term of this Agreement, the Authority will provide written notice to the Sludge Generator and the parties will amend this Agreement in accordance with the new regulations and permit conditions.

#### 2.5 Laboratory Results

If the laboratory results indicate compliance with the limits shown on Table 2.2, the sludge will be deemed Acceptable Sludge suitable for Composting and no further action will be required of the Sludge Generator until the next sampling period. The two (2) back up Composite Samples, 1 and 2, will be retained until the Authority's finished Compost analysis for the corresponding sampling period indicates an acceptable Compost product.

If the sludge is found to exceed the limits shown on Table 2.2, the Sludge will be deemed Unacceptable Sludge.

## 2.6 Unacceptable Sludge Resolution of Dispute

The Sludge Generator may dispute the Authority's analysis by notifying the Authority of its intent to submit its Composite-1 sample to a certified laboratory of its choice for an independent analysis. Upon receipt of the notice, the Authority will also submit its Composite-2 sample for analysis to a certified laboratory of its choice. Both samples must be submitted to a certified laboratory. In the event of conflicting analysis between Composite-1 (Generator) and Composite-2 (Authority), the Authority's results will govern. This action can take approximately 5 to 6 weeks after the date of the initial sampling period.

TABLE 2.2

### MAXIMUM POLLUTANT CONCENTRATION LIMITS FOR DEWATERED SLUDGE

Parameter	Concentration (mg/kg (Dry Weight))
1. Total Kjeldahl Nitrogen	N.L.
2. Ammonia	N.L.
3. Nitrate	N.L.
4. Total Phosphate	N.L.
5. Total Potassium	N.L.
6. pH	N.L.
7. Total Solids, %	N.L.
8. Total Volatile Solids	N.L.
9. Arsenic	41
10. Cadmium *	21
11. Chromium (Total)	1,000
12. Copper	1,500
13. Lead	300
14. Mercury	10
15. Molybdenum	40
16. Nickel	200
17. Selenium	100
18. Zinc	2,500

\* If the average cadmium concentration exceeds 5 ppm, on a dry weight basis, the cadmium zinc ratio must not exceed 0.015.

Tests shall be conducted in accordance with the Environmental Protection Agency's "Test Methods for Evaluating Solid Waste" (SW-845), "Methods for Analysis of Water and Wastes" (EPA 600/6-79(20)), appropriate ASTM method or a comparable method subsequently approved by DEC.

N.L. - No Limit established in 6NYCRR Part 360.

During the period from the initial sample period through the resolution of the dispute, the Authority will continue to accept and process sludge from the Sludge Generator under the following conditions:

- Upon notification by the Authority to the Sludge Generator of exceedances of pollution concentration limits, the Sludge Generator will immediately take the following actions:
  - a. Establish a sludge collection program to sample for the offending pollutant on a daily basis and submit weekly Composite Samples for analysis. The results of the laboratory analysis will be shared with the Authority.
  - b. Implement a sampling program to identify the source of the offending pollutant and once identified have the source submit a remediation schedule acceptable to the Sludge Generator, DEC and the Authority.
  - c. Continue the collection program until the sludge quality is within the limits of Acceptable Sludge for a period of four (4) consecutive weeks.

Alternately, the Sludge Generator may elect to divert the sludge to other disposal options until the exceedance is corrected.

#### 2.7 Authority Inspection of Sludge Generator Collection and Handling Practices.

The Authority shall have the right, but not the obligation, to inspect and confirm the Sludge Generator's collection and handling procedures and practices in connection with the Sludge Generator's testing of sludge and preparation of Composite Samples at the Wastewater Treatment Plant. Upon the request by the Authority to review or inspect the Sludge Generator's collection and handling procedures and practices, the Sludge Generator shall grant the Authority access to the Wastewater Treatment Plant. While on the premises of the Wastewater Treatment Plant for such purposes, the Authority will comply with all Sludge Generator safety rules posted at the Wastewater Treatment Plant. Any review or comment provided by the Authority with respect to the Sludge Generator's collection and handling procedures and practices shall not limit the Sludge Generator's obligations or responsibilities hereunder. Nor shall such review or comment by the Authority impose any obligation or liability on the Authority.



**AFFIDAVIT:**

I, \_\_\_\_\_, Chief Operator of the \_\_\_\_\_  
Wastewater Treatment Plant, do hereby certify that to the best of my knowledge the information  
stated above is true and accurate.

Signature: \_\_\_\_\_

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

**APPENDIX E  
SLUDGE TRANSPORTATION VESSEL  
REMOVAL REQUIREMENTS  
FOR ACCEPTABLE SLUDGE**

**PICK-UP SCHEDULE**

<b><u>Plant Name</u></b>	<b><u>Sludge</u></b>
Orangetown Sewer District WWTP	Daily

**Note:**

Hauling of Acceptable Sludge will be the responsibility of the Company (or Designated Hauler) or as noted above. Hauling or self-delivery will be made available to the Sludge Generator on a daily basis from Monday through Friday each week. Holiday schedules may vary and the Sludge Generator will be advised of daily access. Upon request, the Authority may allow for multiple pick-ups of STVs on the same day. The schedule shall be coordinated directly with the Operator or Designated Hauler, as applicable.

The following requirements shall be adhered to by the Company when removing STVs of Acceptable Sludge:

*Orangetown WWTP*— Dewatered sludge will be discharged from an overhead conveyor into a trailer provided by the Company. The Company (or Designated Hauler, as applicable) will pick up the trailer daily (between the hours of 7:00 a.m. and 3:00 p.m. Monday through Friday) and leave an empty trailer.

## **STV Replacement Program**

As indicated in subsection 4.5(A), the Authority will provide, or cause the provision of, separate STVs at the Wastewater Treatment Plant for the storage of Acceptable Sludge pending the removal and transportation by the Designated Haulers. The following procedure shall constitute the Authority's program for the provision and replacement of such STVs as required under this Agreement. Such procedure shall constitute the "Sludge Transportation Vessel Replacement Program". On or before September 1<sup>st</sup> of each calendar year, the Sludge Generator shall submit to the Authority a completed STV Inventory Report Form (see Form E-1 set forth in this Appendix) identifying the number of STVs in the possession of the Sludge Generator and requesting the number of replacement or additional STVs that will be required by the Sludge Generator from the Authority for the upcoming calendar year. The Authority will review and evaluate the Sludge Generator's request set forth in the completed STV Inventory Report Form and determine within 60 days upon the Authority's receipt thereof whether the Authority will provide the requested STVs for the succeeding calendar year.

The above notwithstanding, if STVs owned by the Authority (or the Company, or the Designated Hauler) are physically damaged as a result of handling or moving by the Sludge Generator (excluding normal wear and tear, as determined by the Authority in its sole discretion), then the Sludge Generator shall reimburse the Authority (or the Company, or Designated Hauler, as applicable) for all out-of-pocket expenses and costs associated with the direct repair of such damage or replacement of such STV if it cannot be repaired. Payment for such expenses and costs shall be due from the Sludge Generator no later than 30 days following its receipt of the documentation for such expenses and repair costs. If the Sludge Generator's payment is not received within such 30-day period, the Authority shall have the right to suspend hauling services until such time as payment is received, or until a payment schedule, or alternative solution, is agreed to by the Authority.

**FORM E-1: ROCKLAND COUNTY SOLID WASTE MANAGEMENT  
AUTHORITY  
SLUDGE TRANSPORTATION VESSEL  
INVENTORY REPORT**

**Sludge  
Generator:** \_\_\_\_\_

**Date / Year:** \_\_\_\_\_

**1. Number of STVs at WWTP:**

(a) Number of STVs in service at WWTP: \_\_\_\_\_

(b) Number of STVs out of service, if any, at WWTP: \_\_\_\_\_

(c) Description of condition of each STV at WWTP, including the age of each container:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(d) Description of maintenance activities for each STV at WWTP:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Identify the number of additional STVs that will be required, if any, for the upcoming calendar year. In your response indicate when such STV(s) will be required and explain why such additional STV(s) will be required. Please also identify any STVs which you intend to decommission during the upcoming calendar year and explain the basis therefor:

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3. Identify the volume of sludge removed from the Wastewater Treatment Plant for the preceding 12 month period: \_\_\_\_\_

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**AFFIDAVIT:**

I, \_\_\_\_\_, Chief Operator of the \_\_\_\_\_ Wastewater Treatment Plant, do hereby certify that to the best of my knowledge the information stated above is true and accurate.

Signature: \_\_\_\_\_

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

#8 (1)

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INTERMUNICIPAL SIDE STREAM MANAGEMENT AGREEMENT

Between

THE ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY

and

THE TOWN BOARD OF THE TOWN OF ORANGETOWN  
ON BEHALF OF THE ORANGETOWN SEWER DISTRICT NUMBER 2

Dated [\_\_\_\_], 2017

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APPENDIX B	CONTAINER INVENTORY PROGRAM
APPENDIX C	SIDE STREAM COLLECTION SCHEDULE

**THIS INTERMUNICIPAL SIDE STREAM MANAGEMENT AGREEMENT** is made and dated [\_\_\_\_], 2017 between the **ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY**, a body corporate and politic constituting a public benefit corporation of the State of New York (the "Authority"), and **THE TOWN BOARD OF THE TOWN OF ORANGETOWN ON BEHALF OF THE ORANGETOWN SEWER DISTRICT NUMBER 2** (the "Side Stream Generator").

### **RECITALS**

**WHEREAS**, in 1992, the New York State Department of Environmental Conservation approved Rockland County's (the "County") Final Integrated Solid Waste Management Plan and Generic Environment Impact Statement (the "SWMP/GEIS"); and

**WHEREAS**, the Authority was formed in accordance with section 2053(c) et seq. of the Public Authority Law of the State of New York (the "State"), and resolution no. 301 of 1994 of the County Legislature to implement certain provisions of the SWMP/GEIS; and

**WHEREAS**, the Side Stream Generator owns and/or operates a wastewater treatment plant which produces processing side streams; and

**WHEREAS**, the Rockland County Psychiatric Center located in the Town of Orangetown also produces processing side streams; and

**WHEREAS**, the Authority has agreed to arrange for the collection, transportation and disposal of side streams from the Side Stream Generator's wastewater treatment plant and from the Rockland County Psychiatric Center; and

**WHEREAS**, the Authority has arranged for the Rockland County Sewer District #1 ("RCSD") to collect and temporarily store such side streams pending pick-up and disposal by another designated hauler who will then haul and dispose of such side streams; and

**WHEREAS**, upon the terms and conditions contained in this Agreement, the Authority will provide for the collection, transportation and disposal of the Side Stream Generator's side streams at a disposal site; and

**WHEREAS**, the parties have agreed to act in good faith and to take all necessary and appropriate actions, in cooperation with one another, to effectuate the purpose of this Agreement; and

**WHEREAS**, the parties are entering into this Agreement pursuant to their respective lawful authorities;

**NOW, THEREFORE**, in consideration of the promises and of the mutual covenants and agreements herein set forth, and of the undertakings of each party to the other, the parties do hereby promise and agree as follows:

ARTICLE I.

DEFINITIONS AND INTERPRETATION

Section I.1 DEFINITIONS. As used in this Agreement, the following terms shall have the meanings set forth below:

“Acceptable Side Streams” means grit, scum, screenings, grease, rags and debris resulting from processing, operations, maintenance or cleanings of the Sewerage System.

“Agreement” means this Intermunicipal Side Stream Management Agreement between the Authority and the Side Stream Generator as the same may be amended or modified from time to time in accordance herewith.

“Alternate Means of Disposal” has the meaning specified in subsection 3.2(C) hereof.

“Applicable Law” means any law, rule, code, standard, regulation, requirement, policy, consent decree, consent order, consent agreement, permit, guideline, action, determination or order of, or Legal Entitlement issued, or deemed to be issued by, any professional or industry organization or society or any Governmental Body having jurisdiction, applicable from time to time to any activities associated with the Disposal Services, the Sewer System or any other transaction or matter contemplated hereby (including any of the foregoing which concern health, safety, fire, environmental protection, labor relations, mitigation monitoring plans, building codes, non-discrimination and the payment of prevailing wages).

“Authority” means the Rockland County Solid Waste Management Authority or its designee.

“Contract Date” means [\_\_\_\_], the date of delivery of this Agreement as executed by the parties hereto. [Insert date once signed]

“Collection Obligations” means the Authority’s obligation to collect, or cause the collection of, Side Streams from the Side Stream Generator, pursuant to this Agreement, as further detailed in Section 3.1 hereof.

“County” means Rockland County, New York.

“DEC” means the Department of Environmental Conservation of the State of New York.

“Designated Hauler” means any person designated by the Authority to haul Acceptable Side Streams from the Wastewater Treatment Plant (including the Rockland County Psychiatric Center) for processing or disposal pursuant to this Agreement.

“Disposal Services” means all services which the Authority is obligated to provide to the Side Stream Generator under this Agreement.

"Disposal Site" means the disposal facility that will be used for the disposal of Acceptable Side Streams and Unacceptable Side Streams which is approved by the Authority, is operating under a valid permit, is in compliance with any permit conditions and meets all other requirements of Applicable Law.

"Governmental Body" means any federal, state, regional or local legislative, executive, judicial or other governmental board, agency, authority, commission, administration, court or other body, or any official thereof having jurisdiction with respect to the work being performed in connection with this Agreement.

"Hazardous Waste" means (a) any waste which by reason of its quality, concentration, composition or physical, chemical or infectious characteristics may do either of the following: cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness, or pose a substantial threat or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of or otherwise mismanaged, or any waste which is defined or regulated as a hazardous waste, toxic substance, hazardous chemical substance or mixture, or asbestos under Applicable Law, as amended from time to time including, but not limited to: (1) the Resource Conservation and Recovery Act (42 U.S.C.A. §§ 6901 *et seq.*, as amended) and the regulations contained in 40 CFR Parts 260-281; (2) the Toxic Substances Control Act (15 U.S.C. §§ 2601 *et seq.*) and the regulations contained in 40 CFR Parts 761-766; and (3) future additional or substitute federal, State or local laws pertaining to the identification, treatment, storage or disposal of toxic substances or hazardous wastes; or (b) radioactive materials which are source, special nuclear or by-product material as defined by the Atomic Energy Act of 1954 (42 U.S.C. §§ 2011 *et seq.*) and the regulations contained in 10 CFR Part 40; or (c) a chemical listed by the United States Environmental Protection Agency in accordance with Section 302(a) or Section 313(c) of the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11002(a), 11023(c), in each case as the same may be amended, replaced, or superseded; or (d) a material or substance which may endanger health or safety including, but not limited to, any material or substance or combination of materials or substances which are explosive, volatile, radioactive, toxic, corrosive, flammable, reactive, an irritant, or a strong sensitizer, or which generate pressure through decomposition, heat, or other means if such materials or substances may cause injury, illness or harm to humans, to domestic animals or livestock, or to wildlife; or (e) a material or substance that is treated as a hazardous waste, substance or material by any federal, State, or local law, regulation, or ordinance or is otherwise prohibited from being deposited in the Disposal Site. With regard to materials or substances which are not Hazardous Waste as of the Contract Date, if any law shall subsequently declare, or if any governmental agency or unit having appropriate jurisdiction shall thereafter determine that such materials or substances are Hazardous Waste, then such materials or substances shall be considered to be Hazardous Waste for the purposes of this Agreement as of the effective date of such governmental determination.

"Legal Entitlement" means all permits, licenses, registrations, approvals, authorizations, consents and entitlements of whatever kind and however described which are required under Applicable Law to be obtained or maintained by any person, including a hauler, with respect to this Agreement.

“Other Side Stream Generators” means the Side Stream Generators of the Rockland County Sewer District #1, the Joint Regional Sewerage Board, the Village of Suffern, New York and the Town of Stony Point, New York and such other Side Stream generators located in the County designated as so by the Authority.

“Rockland County Psychiatric Center” means the mental health center located at 140 Old Orangeburg Road, Orangeburg, New York, which produces Acceptable Side Streams.

“Service Covenant” has the meaning set forth in subsection 3.2(A).

“Sewerage System” means the Wastewater Treatment Plant and all sewers, pumping stations, manholes and related property, assets, improvements and equipment comprising the Side Stream Generator’s system for collecting, processing and treating sewage, whether owned or operated by the Side Stream Generator or by third parties under contract or otherwise on its behalf.

“Side Streams” means grit, scum, screenings, grease, rags and debris resulting from processing, operations, maintenance or cleanings of the Sewerage System and the sewerage systems of other Side Stream Generators.

“Side Stream Generator” means the Town of Orangetown, New York.

“State” means the State of New York.

“Term” has the meaning set forth in subsection 6.1(B) hereof.

“Unacceptable Side Streams” means any Sewerage System side streams which do not constitute Acceptable Side Streams.

“Uncontrollable Circumstances” means any act, event or condition that is beyond the reasonable control of the party relying thereon as justification for not performing and (including a change in Applicable Law) which materially and adversely affects the ability of either party to perform any obligation hereunder, if such act, event or condition is beyond the reasonable control and is not also the result of the willful or negligent act, error or omission or failure to exercise reasonable diligence on the part of the party relying thereon as a justification for not performing an obligation or complying with any condition required by such party under this Agreement, except that the contesting in good faith or the failure in good faith to contest such action or inaction shall not be construed as willful or negligent action or inaction or a lack of reasonable diligence of either party.

“User Fee” means those fees imposed by the Authority, pursuant to its statutory power, on the users who are located within the jurisdiction of the Authority’s service area in order to pay for the Authority’s costs of meeting the Service Covenant.

“Wastewater Treatment Plant” means any wastewater treatment plant or plants owned or operated by or on behalf of the Side Stream Generator situated in the County which processes

and treats sewerage sludge collected by the Sewerage System. The Wastewater Treatment Plant for the purposes of this Agreement includes the Orangetown Wastewater Treatment Plant and the Rockland County Psychiatric Center.

Section 1.2 INTERPRETATION. In this Agreement, unless the context otherwise requires:

(A) References Hereto. The terms "hereby", "hereof", "herein", "hereunder" and any similar terms refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before, the Contract Date.

(B) Gender and Plurality. Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

(C) Persons. Words importing persons include firms, companies, associations, general partnerships, limited partnerships, trusts, business trusts, corporations and other legal entities, including public bodies, as well as individuals.

(D) Headings. The table of contents and any headings preceding the text of the Articles, Sections and subsections of this Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(E) Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated by this Agreement and, except as expressly provided otherwise herein, nothing in this Agreement is intended to confer on any person other than the parties hereto and their respective permitted successors and assigns hereunder any rights or remedies under or by reason of this Agreement.

(F) Counterparts. This Agreement may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Agreement.

(G) Applicable Law. This Agreement shall be governed by and construed in accordance with the applicable laws of the State of New York.

(H) Severability. If any clause, provision, subsection, Section or Article of this Agreement shall be ruled invalid by any court of competent jurisdiction or administrative agency, then the parties shall: (1) promptly meet and negotiate a substitute for such clause, provision, section or Article which shall, to the greatest extent legally permissible, effect the intent of the parties therein; (2) if necessary or desirable to accomplish item (1) above, apply to the court having declared such invalidity for a judicial construction of the invalidated portion of this Agreement; and (3) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with items (1) and (2) above to effect the intent of the parties in the invalid provision. The invalidity of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions

hereof, and this Agreement shall be construed and enforced as if such invalid portion did not exist.

(I) Defined Terms. The definitions set forth or referred to in Section 1.1 hereof shall control in the event of any conflict with the definitions used in the recitals hereto.

(J) References to Including. All references to "including" herein shall be interpreted as meaning "including without limitation."

(K) References to Days. All references to days herein are to calendar days, including Saturdays, Sundays and holidays, except as otherwise specifically provided.

(L) References to Knowledge. All references to "acknowledge," "knowing," "know" or "knew" shall be interpreted as references to a party having actual knowledge.

Section 1.3 PRIOR AGREEMENT. This Agreement shall take effect upon its execution and shall supersede the Intermunicipal Sludge Management agreement between the Side Stream Generator and the Authority dated November 28, 1995 (the "Previous Agreement"). This Agreement, however, shall not limit the Authority's rights or relieve the Side Stream Generator of any obligations accruing to the Authority under the Previous Agreement prior to the execution and delivery of this Agreement.

## ARTICLE II.

### REPRESENTATIONS AND WARRANTIES

#### Section 2.1 REPRESENTATIONS AND WARRANTIES OF THE

AUTHORITY. The Authority represents and warrants that:

(A) Existence and Powers. The Authority is a body corporate and politic constituting a public benefit corporation validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) Due Authorization and Binding Obligation. The Authority has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by the Authority and constitutes a legal, valid and binding obligation of the Authority, enforceable against the Authority in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

(C) No Conflict. Neither the execution nor the delivery by the Authority of this Agreement nor the performance by the Authority of its obligations hereunder nor the consummation by the Authority of the transactions contemplated hereby (1) conflicts with,

violates or results in a breach of any law or governmental regulation applicable to the Authority or (2) conflicts with, violates or results in a breach of any term or conditions of any judgment, decree, agreement or instrument to which the Authority is a party or by which the Authority or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No Approval Required. No approval, authorization, order or consent of, or declaration, registration or filing with, any governmental authority, or any approval of voters by referendum or otherwise, is required for the valid execution, delivery and performance by the Authority of this Agreement, except such as have been fully obtained or made.

(E) No Litigation. Except as described in Appendix A, there is no action, suit or other proceeding, at law or in equity, before or by any court or governmental authority pending or, to the Authority's best knowledge, threatened against the Authority which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by the Authority in connection with the transactions contemplated hereby, or which would materially and adversely affect the performance by the Authority of its obligations hereunder or under any such other agreement or instrument.

(F) No Legal Prohibition. The Authority has no knowledge of any Applicable Law in effect on the date of which this representation is being made which would prohibit the performance by the Authority of this Agreement and the transactions contemplated hereby.

Section 2.2 REPRESENTATIONS AND WARRANTIES OF THE SIDE

STREAM GENERATOR. The Side Stream Generator represents and warrants that:

(A) Existence and Powers. The Side Stream Generator is a municipal corporation or sewer district validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) Due Authorization and Binding Obligation. The Side Stream Generator has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by the Side Stream Generator and constitutes a legal, valid and binding obligation of the Side Stream Generator, enforceable against the Side Stream Generator in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

(C) No Conflict. Neither the execution nor the delivery by the Side Stream Generator of this Agreement nor the performance by the Side Stream Generator of its obligations hereunder nor the consummation by the Side Stream Generator of the transactions contemplated hereby (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to the Side Stream Generator or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement or instrument to which the Side Stream Generator is a party or by which the Side Stream Generator or any of its properties or

assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No Approval Required. No approval, authorization, order or consent of, or declaration, registration or filing with, any governmental authority, or any approval of voters by referendum or otherwise, is required for the valid execution, delivery and performance by the Side Stream Generator of this Agreement, except such as have been duly obtained or made.

(E) No Litigation. Except as described in Appendix A, there is no action, suit or other proceeding, at law or in equity, before or by any court or governmental authority pending or, to the Side Stream Generator's best knowledge, threatened against the Side Stream Generator which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by the Side Stream Generator in connection with the transactions contemplated hereby, or which would materially and adversely affect the performance by the Side Stream Generator of its obligations hereunder or under any such other agreement or instrument.

(F) No Legal Prohibition. The Side Stream Generator has no knowledge of any Applicable Law in effect on the date as of which this representation is being made which would prohibit the performance by the Side Stream Generator of this Agreement and the transactions contemplated hereby.

### ARTICLE III.

#### SERVICE OBLIGATIONS

Section 3.1 PROVISION OF COLLECTION SERVICES BY THE AUTHORITY. The Authority has arranged for the service of collecting, transporting, and temporarily storing Acceptable Side Streams from the Side Stream Generator by the Rockland County Sewer District #1. The Rockland County Sewer District #1 shall collect and store at its Orangeburg Wastewater Treatment Plant, or such other site as designated by the Authority, all Acceptable Side Streams collected from the Side Stream Generator (including Side Streams collected from the Rockland County Psychiatric Center) with Side Streams generated and collected from Other Side Stream Generators. During the Term, however, the Authority may arrange for a Designated Hauler other than the Rockland County Sewer District #1 to collect, on behalf of the Authority, Acceptable Side Streams from the Side Stream Generator. The collection of Side Streams pursuant to this Agreement will be performed in accordance with Applicable Law and the collection schedule set forth in Appendix C. The obligations of the Authority under this Section constitute the "Collection Obligations" in this Agreement.

Section 3.2 PROVISION OF HAULING AND DISPOSAL SERVICE BY AUTHORITY.

(A) Service Covenant. The Authority shall provide, or cause the provision of the service of the Collection Obligations and the hauling and disposing of all Acceptable Side Streams generated by the Side Stream Generator. The above notwithstanding, to the extent the applicable User Fees budgeted and received by the Authority for such services are not sufficient to cover the costs of the Collection Obligations and the hauling and disposal of Side Streams generated by the Side Stream Generator and to the extent otherwise set forth herein, the Authority shall not be obligated to perform the Disposal Services. As between the parties, the Authority shall assume all risks and liabilities associated with the transporting and hauling of Acceptable Side Streams from the Side Stream Generator's Wastewater Treatment Plant to the ultimate disposal location. The Authority shall do and perform all acts and things which may be necessary or desirable in connection with its covenants in this subsection, including without limitation all planning, development, administration, implementation, construction, operation, maintenance, management and contract work related thereto or undertaken in connection therewith. The obligations of the Authority under this Section constitute the "Service Covenant" hereunder.

(B) Origin of Acceptable Side Streams. The Service Covenant shall apply to any Acceptable Side Streams generated by the Sewerage System and made available at the Wastewater Treatment Plant, or generated outside the Sewerage System but processed at the Wastewater Treatment Plant, including the Rockland County Psychiatric Center. Except as provided for in this Agreement, the Side Stream Generator shall not make available for hauling or disposal hereunder any Side Streams from any other source.

(C) Alternate Means of Disposal. The Authority may carry out the Service Covenant at Disposal Sites through the use of any other agreements with such persons or the use of any such facilities, using such technologies and upon such terms and conditions as the Authority determines to be consistent with Applicable Law and with prudent solid waste management practices. To the extent the Disposal Site is not available at any time or for any reason for the receipt of Acceptable Side Streams, the Authority will make an alternate Disposal Site available for the disposal of such Acceptable Side Streams; provided, however that in no event shall the Authority be required to make an alternate Disposal Site available to the extent that the costs and expenses incurred by the Authority for doing so would exceed the applicable User Fees budgeted and collected by the Authority. The above notwithstanding, the Authority may, in its sole discretion, elect to make an alternate Disposal Site available for disposal of such Acceptable Side Streams, provided that the Side Stream Generator reimburses the Authority for any costs and expenses related to the Side Stream Generator's Side Streams incurred by the Authority which exceed the applicable User Fees budgeted and collected by the Authority. (The calculation of the Side Stream Generator's costs and expenses will be made by the Authority on a proportionate basis among the Side Stream Generator and the Other Side Stream Generators, as applicable.)

Section 3.3  
REASON.

COMPLIANCE WITH SERVICE COVENANT NOT EXCUSED FOR ANY

(A) Uncontrollable Circumstance. The obligation of the Authority to duly observe and comply with the Service Covenant shall apply continuously and without interruption for the Term of this Agreement. In the event that any Uncontrollable Circumstance impairs or

precludes compliance with any such covenant by the means or methods then being employed by the Authority, the Authority shall implement and pay for alternative or substitute means and methods to enable it to satisfy the terms and conditions of the Service Covenant; provided, however, that to the extent such alternative or substitute means of service would cause the Authority to incur costs in excess of the User Fees budgeted and collected for such services, the Authority shall be entitled to additional compensation from the Side Stream Generator to cover the Authority's incremental costs for such services. If the Authority is not able to receive such additional compensation, the Authority shall no longer be required to comply with the Service Covenant.

(B) Increase in Cost. In addition to the above, if the Authority's costs to comply with the Service Covenant increase for any reason, the Authority reserves the option, exercised within its sole discretion, to increase the User Fees in order to satisfy the additional costs. If the Authority is not able to receive such increase in User Fees, the Authority shall no longer be required to comply with the Service Covenant.

Section 3.4 NO SERVICE CHARGE FOR SERVICE COVENANT. Except as otherwise set forth in this Agreement, services provided by the Authority pursuant to the Service Covenant shall be provided free of charge to the Side Stream Generator. The Side Stream Generator acknowledges that the Authority intends to pay the costs of meeting the Service Covenant through the imposition of User Fees under its statutory power.

#### ARTICLE IV.

##### SIDE STREAM GENERATOR OBLIGATIONS

Section 4.1 UNACCEPTABLE SIDE STREAMS AND HAZARDOUS

##### WASTE.

(A) Screening and Removal of Unacceptable Side Streams. The Side Stream Generator shall use all means reasonably available to prevent Unacceptable Side Streams from being included in the Side Streams which are made available to the Authority for collection and disposal pursuant to this Agreement.

(B) Screening and Removal of Hazardous Waste. The above notwithstanding, the Side Stream Generator shall prevent Hazardous Waste from being included in the Side Streams which are made available to the Authority and the Designated Hauler. The Authority will require all other Side Stream Generators to prevent Hazardous Waste from being included in the Side Streams which are made available to the Side Stream Generator and the Authority.

(C) Disposal Responsibility and Costs. The Authority and the Designated Hauler may, but shall not be obligated to, dispose of Unacceptable Side Streams and Hazardous Waste which are generated by Side Stream Generator. The Side Stream Generator may independently dispose of Unacceptable Side Streams and Hazardous Waste it generates, at its sole cost and expense. If the Authority or the Designated Hauler disposes of Unacceptable Side Streams and Hazardous Waste generated by the Side Stream Generator, the Side Stream

Generator shall bear all costs associated with its disposal, including segregating, storage, transporting and disposal, plus 20% for administrative expenses and risk. Payment of any fines assessed upon the Authority or the Designated Hauler by the DEC or any other Governmental Body on account of Unacceptable Side Streams or Hazardous Waste hauled from the Wastewater Treatment Plant including the Rockland County Psychiatric Center shall be the responsibility of the Side Stream Generator.

Section 4.2 NO CONTAMINATION OF ACCEPTABLE SIDE STREAMS.

(A) Separate Containers. The Authority shall provide, or cause to be provided, separate containers at the Wastewater Treatment Plant and the Rockland County Psychiatric Center for the storage of Acceptable Side Streams pending removal and transportation by a Designated Hauler, in accordance with the Authority's container inventory and replacement program set forth below and in Appendix B (the "Container Inventory and Replacement Program").

(B) No Contamination. The Side Stream Generator shall place only Acceptable Side Streams in the Acceptable Side Streams container.

Section 4.3 STANDARDS. The Side Stream Generator shall immediately notify the Authority in writing of any regulatory report, test, inspection, enforcement action, lawsuit or threatened lawsuit affecting the Wastewater Treatment Plant, the Sewerage System or the Side Streams produced at the Wastewater Treatment Plant or the Rockland County Psychiatric Center.

Section 4.4 ACCESS TO PLANT SITE. The Side Stream Generator shall permit the Authority and Designated Hauler access to the Wastewater Treatment Plant and the Rockland County Psychiatric Center to place and collect Acceptable Side Streams containers in accordance with Applicable Law and the schedule set forth in Appendix C. The Authority and Designated Hauler shall have access to the Wastewater Treatment Plant and the Rockland County Psychiatric Center at times other than those identified upon reasonable notice to the Side Stream Generator. In the event the Designated Hauler is required to wait at the Wastewater Treatment Plant or the Rockland County Psychiatric Center when it arrives to collect Acceptable Side Streams, and a fee or fine is payable by the Authority as a result of such wait, the Side Stream Generator shall be responsible for the payment of any such fee or fine.

Section 4.5 CONTAINER INVENTORY, REMOVAL AND REPLACEMENT REQUIREMENTS.

(A) Inventory. The Side Stream Generator shall maintain an inventory of the containers in accordance with the Container Inventory and Replacement Program and the inventory form in Appendix B.

(B) Replacement. The Authority shall not be required to replace a container prior to the latter of (i) the end of its useful life, or (ii) five years of use for side stream removal by the Side Stream Generator. Any container required to be replaced due to damage caused by the Side Stream Generator or on account of poor maintenance practices by the Side Stream

Generator, shall be paid for by the Side Stream Generator. The Side Stream Generator must notify the Authority prior to the decommissioning of any container provided by the Authority and any such containers shall be returned to the Authority, unless the Authority instructs the Side Stream Generator otherwise.

(C) Removal. The Rockland County Sewer District # 1, or such other Designated Hauler specified by the Authority, shall remove containers from the Side Stream Generator and replace them with empty containers in accordance with the schedule set forth in Appendix C. The Rockland County Sewer District # 1, or such other Designated Hauler specified by the Authority, will remove and replace containers from the Side Stream Generator in accordance with Appendix C. Any changes to the schedule for removal of containers from the Side Stream Generator shall be coordinated between the Side Stream Generator and the Rockland County Sewer District # 1, or such other Designated Hauler specified by the Authority.

Section 4.6 EXPANSION OR SHUTDOWN OF PLANT. The Side Stream Generator shall give the Authority at least sixty (60) days' prior written notice of any planned (non-emergency) shutdown (or curtailment) of service at the Wastewater Treatment Plant or the Rockland County Psychiatric Center. If the Wastewater Treatment Plant or the Rockland County Psychiatric Center suffers an emergency shutdown or curtailment of service, the Side Stream Generator shall immediately notify the Authority as to such shutdown or curtailment of service and give an estimate as to when regular service will resume.

Section 4.7 TERMINATION OF COLLECTION SERVICES BY THE ROCKLAND COUNTY SEWER DISTRICT #1. At any time during the Term, of this Agreement, the Authority may elect to engage a Designated Hauler other than the Rockland County Sewer District #1 for the collection of Side Streams from the Side Stream Generator. The Authority shall notify the Side Stream Generator upon the engagement of such other entity for the collection of Side Streams from the Side Stream Generator.

## ARTICLE V.

### BREACH, ENFORCEMENT AND TERMINATION

Section 5.1 BREACH. If the Side Stream Generator breaches any obligation under this Agreement or any representation made by it hereunder is untrue in any material respect, the Authority shall have the right to take any action at law or in equity (including actions for injunctive relief, mandamus and specific performance) it may have to enforce the payment of any amounts due or the performance of any obligations to be performed hereunder. If the Authority breaches any obligation under this Agreement or any representation made by it hereunder is untrue in any material respect, the Side Stream Generator shall have the right to specific performance of the Authority's services. Neither party shall have the right to terminate this Agreement except as provided in Section 5.2 hereof.

### Section 5.2 TERMINATION:

(A) By Authority. The Authority shall have no right to terminate this Agreement for cause except in the event of the repeated failure or refusal by the Side Stream Generator substantially to perform any material obligation under this Agreement unless such failure or refusal is excused by an Uncontrollable Circumstance; except that no such failure or refusal shall give the Authority the right to terminate this Agreement for cause under this subsection unless:

(1) The Authority has given prior written notice to the Side Stream Generator stating that a specified failure or refusal to perform exists which will, unless corrected, constitute a material breach of this Agreement on the part of the Side Stream Generator and which will, in its opinion, give the Authority the right to terminate this Agreement for cause under this subsection unless such breach is corrected within a reasonable period of time, and

(2) The Side Stream Generator has neither challenged in an appropriate forum the Authority's conclusion that such failure or refusal to perform has occurred or constitutes a material breach of this Agreement nor corrected or diligently taken steps to correct such breach within a reasonable period of time but not more than ninety (90) days from the date of the notice given pursuant to clause (1) of this subsection (but if the Side Stream Generator shall have diligently taken steps to correct such breach within a reasonable period of time, the same shall not constitute a breach giving rise to the right of termination for as long as the Side Stream Generator is continuing to take such steps to correct such breach).

(B) By Side Stream Generator. The Side Stream Generator shall have no right to terminate this Agreement for cause except in the event of the repeated failure or refusal by the Authority substantially to perform any material obligation under this Agreement unless such failure or refusal is excused by an Uncontrollable Circumstance; except that no such failure or refusal shall give the Side Stream Generator the right to terminate this Agreement for cause under this subsection unless:

(1) The Side Stream Generator has given prior written notice to the Authority stating that a specified failure or refusal to perform exists which will, unless corrected, constitute a material breach of this Agreement on the part of the Authority and which will, in its opinion, give the Side Stream Generator the right to terminate this Agreement for cause under this subsection unless such breach is corrected within a reasonable period of time, and

(2) The Authority has neither challenged in an appropriate forum the Side Stream Generator's conclusion that such failure or refusal to perform has occurred or constitutes a material breach of this Agreement nor corrected or diligently taken steps to correct such breach within a reasonable period of time but not more than ninety (90) days from the date of the notice given pursuant to clause (1) of this subsection (but if the Authority shall have diligently taken steps to correct such breach within a reasonable period of time, the same shall not constitute a breach giving rise to the right of termination for as long as the Authority is continuing to take such steps to correct such breach).

Section 5.3 WAIVER. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement will impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver must be in writing and signed by the party granting such waiver. If any covenant or agreement contained in this Agreement is breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and will not be deemed to waive any other breach under this Agreement.

ARTICLE VI.

MISCELLANEOUS

Section 6.1 TERM OF AGREEMENT.

(A) Initial Term. This Agreement shall be in full force and effect and be legally binding upon the Authority and the Side Stream Generator from the Contract Date, and shall continue in full force and effect until five (5) years thereafter (the "Initial Term").

(B) Renewal Term. This Agreement shall be automatically renewed for three additional terms of five (5) years each (each such five (5) year period constituting a "Renewal Term") unless one of the parties sends the other a written notice at least sixty (60) days prior to the expiration of the Initial Term, or the then applicable Renewal Term, of that party's intention not to renew (collectively the Initial Term and any and all Renewal Terms shall constitute the "Term"). In no event shall the Term of the Agreement exceed 20 years.

Section 6.2 TRANSFER OF WASTEWATER TREATMENT PLANT OR ROCKLAND COUNTY PSYCHIATRIC CENTER. If the Wastewater Treatment Plant or Rockland County Psychiatric Center is sold or transferred to a third party, the Side Stream Generator may only assign its interest in this Agreement to the third party upon the approval of the Authority in its sole discretion. If the Authority approves any such assignment, that assignment shall be undertaken pursuant to the conditions set forth in Section 6.7 hereof.

Section 6.3 AMOUNTS OWED TO AUTHORITY. All amounts owed by the Side Stream Generator to the Authority under the terms of this Agreement shall be paid to the Authority within one hundred and twenty (120) days from the Authority's demand for such payments. If payment is not made to the Authority within sixty (60) days from the Authority's demand, the Authority shall charge the Side Stream Generator interest on the amount owed at a rate of 1% per month until such payment and accumulated interest has been received by the Authority.

Section 6.4 AMENDMENTS. Neither this Agreement nor any provision hereof may be changed, modified, amended or waived except by written agreement duly executed by both parties.

Section 6.5 NOTICE OF LITIGATION. Each party shall deliver written notice to the other of any litigation or similar proceeding to which it is a party and which questions the validity or enforceability of this Agreement or any other contract or agreement executed by the Authority or the Side Stream Generator or any regulatory or license, permit or approval issued in connection herewith.

Section 6.6 FURTHER ASSURANCES. At any and all times the Authority and the Side Stream Generator so far as may be authorized by law shall pass, make, do, execute,

acknowledge and deliver any and every such further resolutions, acts, deeds, conveyances, instruments, assignments, transfers and assurances as may be necessary or reasonably requested by the other in order to give full effect to this Agreement.

Section 6.7 ASSIGNABILITY. Except as expressly provided in this Section, no party to this Agreement may assign or encumber any interest herein to any person without the consent of the other party hereto, and the terms of this Agreement shall inure to the benefit of and be binding upon the respective successors or assigns of each party hereto. The parties hereto retain the right to reorganize and to have any other body corporate and politic or political subdivision of the State succeed to the rights, privileges, powers, immunities, liabilities, disabilities, functions and duties of either party hereto, as may be authorized by law, in the absence of any prejudicial impairment of any obligation of contract hereby imposed.

Section 6.8 INDEMNIFICATION.

(A) By The Side Stream Generator. To the extent allowable by law, the Side Stream Generator agrees that it will protect, indemnify and hold harmless the Authority and its respective officers, employees, agents, representatives, contractors and subcontractors from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, and will defend such parties in any suit, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of (1) the negligence or fault of the Side Stream Generator or any of its officers, members, employees, agents, representatives, contractors or subcontractors in connection with its obligations or rights under this Agreement, or (2) the performance or non-performance of the Side Stream Generator's obligations under this Agreement, or (3) claims/fines/fees payable by the Authority as a result of its the collection, transporting and storage of Side Streams collected pursuant to this Agreement that are not the result of the Authority's negligence or failure to perform its obligations under this Agreement.

(B) By The Authority. To the extent allowable by law, the Authority agrees that it will protect, indemnify and hold harmless the Side Stream Generator and its respective officers, employees, agents, representatives, contractors and subcontractors from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, and will defend such parties in any suit, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of (1) the negligence or fault of the Authority or any of its officers, members, employees, agents, representatives, contractors or subcontractors in connection with the performance of its obligations or rights under this Agreement, including its Collection Obligations, or (2) the performance or non-performance of the Authority's obligations under this Agreement.

Section 6.9 UNCONTROLLABLE CIRCUMSTANCES. Except as otherwise provided herein, neither party shall be liable to the other for any failure or delay in the performance of any obligation under this Agreement to the extent due to the occurrence of an Uncontrollable Circumstance. The party experiencing an Uncontrollable Circumstance shall give prompt written notice to the other, and use all reasonable efforts to eliminate the cause thereof, reduce costs and resume performance hereunder. The parties hereto acknowledge that the occurrence of an Uncontrollable Circumstance under the agreement between the Authority

and the Designated Hauler which affects the Authority's ability to comply with the Service Covenant shall constitute an Uncontrollable Circumstance hereunder.

Section 6.10 BINDING EFFECT. This Agreement shall bind and inure to the benefit of the parties hereto and any successor or assignee acquiring an interest hereunder consistent with the provisions of Section 6.18 hereof.

Section 6.11 FORUM FOR DISPUTE RESOLUTION. The sole and exclusive forum for the determination of any question of law or fact to be determined in any judicial proceeding relating to this Agreement shall be the Supreme Court of the State of New York sitting in Rockland County, New York. It is the express intention of the parties that all legal actions and proceedings related to this Agreement or to any rights or any relationship between the parties arising therefrom shall be solely and exclusively initiated and maintained in such Court.

Section 6.12 NOTICES.

(A) Operating Notices. Any notice or communication hereunder related to routine, operation matters arising under the Agreement and related day-to-day operations issues ("Operating Notices"), shall be delivered by email, facsimile, or may be give personally by telephone promptly followed by email or facsimile confirmation as follows:

If to the Authority:      Operations Manager  
Rockland County Solid Waste Management  
Authority  
420 Torne Valley Road  
P.O. Box 1217  
Hillburn, New York 10931  
Tel: (845) 358-0759  
Fax: (845) 753-2281  
E-Mail: GDamiani@RocklandRecycles.com

With a copy to:      Executive Director  
Rockland County Solid Waste Management  
Authority  
420 Torne Valley Road  
P.O. Box 1217  
Hillburn, New York 10931  
Tel: (845) 753-2200  
Fax: (845) 753-2281  
E-Mail: ARoppolo@RocklandRecycles.com

To the Side Stream Generator:      Chief Operator

Department of Environmental Management and  
Engineering  
Town of Orangetown  
127 Route 303  
Orangeburg, New York 10962  
Tel: (845) 359-6502  
Email: kskibinski@orangetown.com

With a copy to:

Commissioner  
Department of Environmental Management and  
Engineering  
Town of Orangetown  
127 Route 303  
Orangeburg, New York 10962  
Tel: (845) 359-6502  
Email: jmoran@orangetown.com

(B) Notices Other Than Operating Notices. All notices, consents, approvals or communications given pursuant to the terms of this Agreement other than Operating Notices, shall be given in writing and shall be sufficiently given if delivered in person or by overnight courier to the following:

If to the Authority: Executive Director  
Rockland County Solid Waste Management  
Authority  
420 Torne Valley Road  
P.O. Box 1217  
Hillburn, New York 10931

With a copy to: Operations Manager  
Rockland County Solid Waste Management  
Authority  
420 Torne Valley Road  
P.O. Box 1217  
Hillburn, New York 10931

To the Side Stream Generator: Chief Operator  
Department of Environmental Management and  
Engineering  
Town of Orangetown  
127 Route 303

Orangeburg, New York 10962

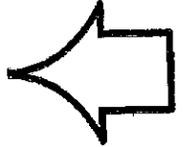
With a copy to:

Commissioner  
Department of Environmental Management and  
Engineering  
Town of Orangetown  
127 Route 303  
Orangeburg, New York 10962

(C) Changes to Notification Addresses. Changes in the respective addresses to which such notices may be directed may be made from time to time by any party by written notice to the other party. Notices and communications given by mail hereunder shall be deemed to have been given five (5) days after the date of dispatch. All other notices shall be deemed to have been given upon receipt.

IN WITNESS WHEREOF, the parties have caused this Intermunicipal Side Stream Management Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

ROCKLAND COUNTY SOLID WASTE  
MANAGEMENT AUTHORITY



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Anna Roppolo  
Executive Director

THE TOWN BOARD OF THE TOWN OF  
ORANGETOWN ON BEHALF OF THE  
ORANGETOWN SEWER DISTRICT NUMBER 2

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Andy Stewart  
Supervisor

---

Thomas Diviny  
Councilman

---

Paul Valentine  
Councilman

---

Jerry Bottari  
Councilman

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Denis Troy  
Councilman

## **APPENDIX A**

### **INTERMUNICIPAL SIDE STREAM AGREEMENT**

**Between**

**THE ROCKLAND COUNTY SOLID WASTE  
MANAGEMENT AUTHORITY**

**and**

**THE TOWN BOARD OF THE TOWN OF ORANGETOWN  
ON BEHALF OF THE ORANGETOWN SEWER DISTRICT NUMBER 2**

### **LITIGATION**

There is presently no action, suit or other proceeding, at law or in equity, before or by any court or governmental authority pending or, to the Side Stream Generator's best knowledge, threatened against the Side Stream Generator which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by the Side Stream Generator in connection with the transactions contemplated hereby, or which would materially or adversely affect the performance by the Side Stream Generator of its obligations hereunder or under any such agreement or instrument.

Notwithstanding the aforesaid, and for the information of the Authority, the Wastewater Treatment Plant, owned and operated by the Town of Orangetown through Sewer District # 2, since 2014, has been subject to an Order on Consent with the N.Y.S. Department of Environmental Conservation, as relates to aspects of the wastewater treatment plant and related facilities. A copy of the Order of Consent, with which the Sewer District is in compliance, is annexed hereto.

**APPENDIX B**  
**CONTAINER INVENTORY PROGRAM**

**Initial Container Inventory**

As of the Contract Date, the container inventory for the Side Stream Generator is the following:

Three "Brigadier" type containers of four (4) cubic yards each (two of which are located at the Orangetown Wastewater Treatment Plant and one of which is located at the Rockland County Psychiatric Center.

**Container Inventory and Replacement Program**

As indicated in the Agreement, the Authority will provide, or cause the provision of, separate containers at the Wastewater Treatment Plant (including the Rockland County Psychiatric Center) for the storage of Acceptable Side Streams pending the removal and transportation by the Designated Haulers. The following procedure shall constitute the Authority's program for the provision and replacement of such containers as required under the Agreement. Such procedure shall constitute the "Container Inventory Replacement Program". The RCSD, or the Designated Hauler shall adhere to the Authority's Container Inventory and Replacement Program.

The above notwithstanding, on or before September 1st of each calendar year, the Side Stream Generator shall submit to the Authority a completed Container Inventory Report Form (see Form B-1 set forth in this Appendix) identifying the number of containers in the possession of the Side Stream Generator and the number of replacement or additional containers the Side Stream Generator believes will be required for the upcoming calendar year.

The above notwithstanding, if containers owned by the Authority or the Designated Hauler are physically damaged as a result of handling or moving by the Side Stream Generator (excluding normal wear and tear, as determined by the Authority in its sole discretion), then the Side Stream Generator shall reimburse the Authority (or Designated Hauler, as applicable) for all out-of-pocket expenses and costs associated with the direct repair of such damage or replacement of such container if it cannot be repaired. Payment for such expenses and costs shall be due from the Side Stream Generator no later than 30 days following its receipt of the documentation for such expenses and repair costs. If the Side Stream Generator's payment is not received within such 30-day period, the Authority shall have the right to suspend Collection Services until such time as payment is received, or until a payment schedule, or alternative solution, is agreed to by the Authority.

FORM B-1: ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY

CONTAINER

INVENTORY REPORT

Date / Year: \_\_\_\_\_

1. Number of containers at WWTP:

(a) Number of containers in service at WWTP: \_\_\_\_\_

(b) Number of containers out of service, if any, at WWTP: \_\_\_\_\_

(c) Description of condition of each container at WWTP, including the age of each container:

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(d) Description of maintenance activities for each container at WWTP:

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2. Identify the number of additional containers that will be required, if any, for the upcoming calendar year. In your response indicate when such containers(s) will be required and explain why such additional container(s) will be required. Please also identify any containers which you intend to decommission during the upcoming calendar year and explain the basis therefor:

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3. Identify the volume of side streams removed from the Wastewater Treatment Plant and from the Rockland County Psychiatric Center for the preceding 12 month period:

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**AFFIDAVIT:**

I, \_\_\_\_\_, Authorized Representative of the Wastewater Treatment Plant, do hereby certify that to the best of my knowledge the information stated above is true and accurate.

Signature:

Date:

## APPENDIX C

### SIDE STREAM COLLECTION SCHEDULE

The Rockland County Sewer District #1, or such other hauler as designated by the Authority pursuant to Section 4.7, shall collect Side Streams from the following Side Stream Generators as indicated below:

**The Town of Orangetown Waste Water Treatment Plant** (at each of the two locations therein): Weekly on Mondays, Wednesdays and Fridays from 8:00 A.M. to 11:00 A.M.

**The Rockland County Psychiatric Center:** Weekly on Mondays and Fridays from 8:00 A.M. to 4:00 P.M.

Side Streams from the Town of or Orangetown Wastewater Treatment Plant and from the Rockland County Psychiatric Center will be placed in "Brigadier" type containers, each with a minimum capacity of four 4 cubic yards, supplied by the Authority.

The Rockland County Sewer District #1 (performing the Collection Obligations on behalf of the Authority) will remove filled containers in accordance with the schedules specified above and will leave empty containers in their place.

In the event the Authority arranges for the collection of Side Streams generated by the Side Stream Generator from an entity other than the RCSD, including the Authority or the Designated Hauler, the parties may establish a new schedule for the collection and transportation of Acceptable Side Streams.

In no event shall the Side Stream Generator cause the Designated Hauler to the extent applicable, to wait at the Wastewater Treatment Plant or the Rockland County Psychiatric Center when it arrives to pick-up the containers. To the extent a fee or fine is imposed upon the Authority as a result of such wait, the Side Stream Generator shall be responsible for any such fee or fine and shall make payment to the Authority within thirty (30) days of receipt of notice of any such fine or fee by the Authority.

#9

BLUE HILL HOUSE  
ABATEMENT/DEMOLITION ABATEMENT

MARCH 22, 2017

BID FOR ASBESTOS  
ABATEMENT  
AT BLUE HILL HOUSE FOR  
TOWN OF  
ORANGETOWN

TO THE TOWN OF  
ORANGETOWN:

Pursuant to and in compliance with your Invitation to Bid and the Instructions to Bidders relating hereto:

THE UNDERSIGNED HEREBY OFFERS to furnish for the sums inserted below for the above-named project, all plant, labor, materials, supplies, equipment and other facilities and things necessary or proper for or incidental to construction of this work as required by and in strict accordance with the applicable provisions of drawings and specifications including all Addenda issued to the undersigned prior to the opening of bids (whether received personally by the undersigned or not):

All work will be performed in accordance with NYS DOL ICR 56-11.5 Controlled Demolition with Asbestos in Place for *Option #1* and all other provisions of NYS DOL ICR 56 for *Option #2*. Project monitoring and air sampling will be conducted by a third party under contract with the Town of Orangetown.

Provide Pricing for Both Options

OPTION #1

Proposal for performing all work necessary for the complete demolition and removal of the entire structure and asbestos in adherence with all applicable Federal, State, County and Local laws. The Town, at its own expense, will secure the proper variance for this work.

Sixty six thousand AND NO CENTS (\$ 66,000.00)

OPTION #2

Remove and properly dispose of all Asbestos Containing Material within the structure in adherence with all applicable Federal, State, County and Local laws.

SEVENTY two thousand AND NO CENTS (\$ 72,000.00)



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



2017 Application for Showmobile Use

Event/Festival Name: Nyack Memorial Day Parade  
Organization Name: American Legion Post 310  
Applicant's Name: Commander Anthony DeRegno Phone (w): 845-608-2389  
Address: PO Box 302 City: Nyack NY Zip: 10966  
Cell Phone 845 608-2389 E-Mail: anthony.delregno@randrealty.com  
Day Monday Date May 29<sup>th</sup> Time of Set-up: 8AM 9AM Time of Take-down: 5pm  
Requested Location (park, street, location on premises, etc., be specific, attach map if needed):  
Upper Memorial Park Nyack NY 10966

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

Stair Arrangement: (1 set of stairs)  Left side of stage  Right side of stage  Front of stage

The lights require a 110 volt, 20 amp circuit to plug into within 150 feet of the right front side of the Showmobile. The stage does not come with a generator. 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)

Guest Speakers after Parade @ Band.

Showmobile space requirements:

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

Additional Requirements:

- **Certificate of insurance required at time of reservation** naming the Town of Orangetown as additionally insured.
- **Any changes to the event must be made 24 hours in advance by contacting Mark Albert at malbert@orangetown.com**

I have read, understand and agree to all conditions listed on above:

Applicant's Signature [Signature] Date 2/3/17  
Department Approval [Signature] Date 3/27/17



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/14/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

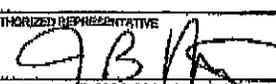
PRODUCER Lockton Affinity, LLC P. O. Box 879610 Kansas City, MO 64187-9610	CONTACT NAME Lockton Affinity, LLC
	PHONE (Local, No. Ext.) 800-669-9944 FAX (AG, No.) 513-653-7599
INSURED American Legion Post #310 P.O. Box 302 Nyack, NY 10960	INSURER(S) AFFORDING COVERAGE
	INSURER A: Lark Spec. Ins. Co. NAIC# 10488
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PER OCCUR <input checked="" type="checkbox"/> LOC OTHER:	LP2-RP-0031483-3	04/12/2017	04/12/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> Hired AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> UNOWNED AUTOS				DRIVEN SINGLE LIMIT (Per person) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> COCLR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$
<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional information, may be attached if there is space required)  
Events Memorial Day Parade  
Date: May 29, 2017

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
OrangeTown Parks and Recreation 867881 81 Hunt Road OrangeTown, NY 10962	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

#11



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



2017 Application for Showmobile Use

Event/Festival Name: VILLAGE OF NYACK - AFRICAN AMERICAN FESTIVAL

Organization Name VILLAGE OF NYACK

Applicant's Name: MELODY PATRICK Phone (w): 914-629-9748

Address: 9 N BROADWAY City: NYACK Zip: 10960

Cell Phone 914-629-9748 E-Mail: RECREATION@NYACK-NY.GOV

Day SATURDAY Date JUNE 3 Time of Set-up: 9:00 AM Time of Take-down: 7:00 PM

RAIN DATE: SATURDAY JUNE 10 9:00 AM 7:00 PM

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

MEMORIAL PARK - SOUTH SIDE OF PARK ALONG INLET NEXT TO (WEST OF) BUTTERFLY GARDEN

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

Stair Arrangement: (1 set of stairs)  Left side of stage  Right side of stage  Front of stage

The lights require a 110 volt, 20 amp circuit to plug into within 150 feet of the right front side of the Showmobile. The stage does not come with a generator. 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)

For music + announcements

Showmobile space requirements:

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

Additional Requirements:

- Certificate of insurance required at time of reservation naming the Town of Orangetown as additionally insured.
- Any changes to the event must be made 24 hours in advance by contacting Mark Albert at malbert@orangetown.com

I have read, understand and agree to all conditions listed on above:

Applicant's Signature Melody Patrick Date 3-22-17

Department Approval Mal w [Signature] Date 4/12/17



ALLAN SEEBACH



April 11, 2017

Mr. Aric T. Gorton  
Superintendent  
Town of Orangetown  
Parks & Recreation  
81 Hunt Road  
Orangeburg, New York 10962

Dear Mr. Gorton:

Please accept this letter as my official notice of retirement from the Town of Orangetown, effective April 30, 2017, after thirty years of service.

I would like to thank the Town of Orangetown for the opportunity of employment and it has been a privilege to work within the Department of Parks and Recreation and Buildings at the Blue Hill Golf Course.

My best wishes to all in the Town of Orangetown, and especially my co-workers within the Department.

Sincerely yours,

Allan Seebach  
Greens Superintendent

Cc: Town Board  
Donna Morrison

#13

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

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



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

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

**TO:** Andy Stewart, Supervisor  
**CC:** Kimberly Allen, Executive Assistant  
**FROM:** James J. Dean, Superintendent of Highways   
**DATE:** April 14, 2017  
**RE:** Grant Disbursement Agreement, Dormitory Authority of the State of New York (DASNY) Grant, Oak Tree Road Sidewalk Project

Please place the following item on the Town Board Workshop Agenda of Tuesday, April 25, 2017:

**APPROVE GRANT DISBURSEMENT AGREEMENT FOR A GRANT FROM DASNY FOR THE CONSTRUCTION OF A SIDEWALK BETWEEN THE PALISADES COMMUNITY CENTER AND THE INTERSECTION OF OAK TREE AND ROUTE 9W**

**“WHEREAS**, the Town has previously applied for a grant from the Dormitory Authority of the State of New York (“DASNY”) for the construction of a sidewalk between the Palisades Community Center and the intersection of Oak tree and Route 9w; and

**WHEREAS**, the said grant was approved and awarded in the sum of \$150,000.00; and

**WHEREAS**, the Town has completed all work required in order to obtain reimbursement up to the stated amount and is now required to execute a Grant Disbursement Agreement with DASNY for the receipt of the approved funding,

**NOW, THEREFORE BE IT RESOLVED**, that the Town Board hereby approves a certain Grant Disbursement Agreement with DASNY, and authorizes the Town Supervisor and the Superintendent of Highways, or their designated representative(s), to execute said agreement on behalf of the Town and to take all such further steps as may be required to obtain the said grant funding.”



This **GRANT DISBURSEMENT AGREEMENT** includes all exhibits and attachments hereto and is made on the terms and by the parties listed below and relates to the Project described below:

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**DORMITORY AUTHORITY OF THE STATE OF NEW YORK ("DASNY"):**

515 Broadway  
Albany, New York 12207  
Contact: Sara Richards, Esq.  
Phone: (518) 257-3177  
Fax: (518) 257-3475  
E-mail: grants@dasny.org

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**THE GRANTEE:**

Town of Orangetown  
26 Orangeburg Road  
Orangeburg, NY 10962  
Contact: Mr. James J. Dean

Phone: (845) 359-5100  
Fax: (845) 359-2323

---

**THE PROJECT:**

Construction of a Sidewalk between Palsades Community Center and the Intersection of Oak Tree Road and Rt. 9W

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**PROJECT LOCATION:**

South Side of Oak Tree Road

**GRANT AMOUNT:**

\$150,000

**FUNDING SOURCE:**

State and Municipal Facilities Program ("SAM")

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For Office Use Only:

**PRELIMINARY APPLICATION OR PROJECT INFORMATION SHEET DATE:**

9/9/14

**DATE GDA SENT TO GRANTEE:**

**DATE AGREEMENT SIGNED BY GRANTEE:**

**DATE AGREEMENT SIGNED BY DASNY:**

**EXPIRATION DATE OF THIS AGREEMENT:**

**PROJECT ID #:** 6231  
**FMS#:** 155112  
**GranteeID:** 2460  
**GrantID:** 6359

## TERMS AND CONDITIONS

### 1. The Project

The Project description, including tasks and a timeline with respect thereto, is set forth in Exhibit A. The Grantee will perform the tasks on the schedule and as described in Exhibit A to this Agreement.

### 2. Project Budget and Use of Funds

- a) The Grantee will undertake the Project in accordance with the overall Project budget, which includes the Grant funds, as set forth in Exhibit A to this Agreement. The Grant will be applied only to Eligible Expenses, which are separately identified, as described in the Preliminary Application or Project Information Sheet and in Exhibit A hereto.
- b) Grantee agrees and covenants to apply the Grant proceeds only to capital works or purposes, which shall consist of the following:
  - (i) the acquisition, construction, demolition, or replacement of a fixed asset or assets;
  - (ii) the major repair or renovation of a fixed asset, or assets, which materially extends its useful life or materially improves or increases its capacity; or
  - (iii) the planning or design of the acquisition, construction, demolition, replacement, major repair or renovation of a fixed asset or assets, including the preparation and review of plans and specifications including engineering and other services, field surveys and sub-surface investigations incidental thereto.
- c) Grantee agrees and covenants that the Grant proceeds shall not be used for costs that are not capital in nature, which include, but shall not be limited to working capital, rent, utilities, salaries, supplies, administrative expenses, or to pay down debt incurred to undertake the Project.

### 3. Books and Records

The Grantee will maintain accurate books and records concerning the Project for six (6) years from the date the Project is completed and will make those books and records available to DASNY, its agents, officers and employees during Grantee's business hours upon reasonable request. In the event of earlier termination of this Agreement, such documentation shall be made available to DASNY, its agents, officers and employees for six (6) years following the date of such early termination.

### 4. Conditions Precedent to Disbursement of the Grant

No Grant funds shall be disbursed until the following conditions have been satisfied:

- (a) DASNY has received a description of the Project, budget and timeline in the form of Exhibit A, and an opinion of Grantee's counsel, in substantially the form appended to this Agreement as Exhibit B; and
- (b) The requirements of the SAM Program have been met; and
- (c) The monies required to fund the Grant have been received by DASNY; and
- (d) In the event of disbursement pursuant to paragraph 5(b) below, the Grantee has provided DASNY with documentation evidencing that a segregated account has been established by the Grantee into which Grant funds will be deposited (the "Segregated Account"). Eligible Expenses incurred in connection with the Project to be financed with Grant proceeds that are to be paid on invoice shall be paid out of the Segregated Account. The funds in such account shall not be used for any other purpose.
- (e) The Grantee certifies that it is in compliance with the provisions of the SAM and this Agreement and that the Grant will only be used for the Project set forth in the Preliminary Application or Project Information Sheet and in Exhibit A hereto.
- (f) Not-for-profit organizations are required to register and prequalify on the New York State Grants Gateway ([www.grantsreform.ny.gov](http://www.grantsreform.ny.gov)) in order to receive Grant funds. The Grantee's Document Vault must be in prequalification status prior to any disbursements of the grant funds.

5. Disbursement

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee, in the manner set forth in Exhibit D, as follows:

- (a) Reimbursement: DASNY shall make payment directly to the Grantee in the amount of Eligible Expenses actually incurred and paid for by the Grantee, upon presentation to DASNY of (i) the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments; (ii) copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor and proof of payment from the Grantee to the contractor and/or vendor in a form acceptable to DASNY; and (iii) such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred and paid by the Grantee in connection with the Project described herein; or
- (b) Payment on Invoice:
  - (1) DASNY may make payment directly to the Grantee in the amount of Eligible Expenses actually incurred by the Grantee, upon presentation to DASNY of (i) the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments; (ii) copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor in a form acceptable to DASNY evidencing the completion of work; and (iii) such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred by the Grantee in connection with the Project described herein.

(2) The Grantee must deposit all Grant proceeds paid on invoice pursuant to this paragraph (b) into the Segregated Account established pursuant to Paragraph 4(d). All Eligible Expenses incurred in connection with the Project to be financed with Grant funds that are to be paid on invoice must be paid out of this account. The account shall not be used for any other purpose.

(3) The Grantee must provide proof of disbursement of Grant funds to the respective contractor and/or vendor in a form acceptable to DASNY, within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. DASNY will not make any additional disbursements from Grant funds until such time as proof of payment is provided.

(4) Utilizing the Grant funds paid to the Grantee pursuant to this section for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition shall constitute a default under this Agreement and shall, at a minimum, result in the denial of payment on invoice for subsequent requisitions.

(5) DASNY may deny payment on invoice at its sole and absolute discretion, thereby restricting the method of payment pursuant to this contract to reimbursement subject to the terms of Section 5(a).

- (c) Electronic Payments Program: DASNY reserves the right to implement an electronic payment program ("Electronic Payment Program") for all payments to be made to the Grantee thereunder. Prior to implementing an Electronic Payment Program, DASNY shall provide the Grantee written notice one hundred twenty days prior to the effective date of such Electronic Payment Program ("Electronic Payment Effective Date"). Commencing on or after the Electronic Payment Effective Date, all payments due hereunder by the Grantee shall only be rendered electronically, unless payment by paper check is expressly authorized by DASNY. Commencing on or after the Electronic Payment Effective Date the Grantee further acknowledges and agrees that DASNY may withhold any request for payment hereunder, if the Grantee has not complied with DASNY's Policies and Procedures relating to its Electronic Payment Program in effect at such time, unless payment by paper check is expressly authorized by DASNY.
- (d) In no event will DASNY make any payment which would cause DASNY's aggregate disbursements to exceed the Grant amount.
- (e) The Grant, or a portion thereof, may be subject to recapture by DASNY as provided in Section 9(c) hereof.

6. Non Discrimination and Affirmative Action

The Grantee shall make its best effort to comply with DASNY's Non-Discrimination and Affirmative Action policies set forth in Exhibit F to this Agreement.

7. No Liability of DASNY or the State

DASNY shall not in any event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Project and the Grantee hereby agrees to indemnify and hold harmless DASNY, the State and their respective agents, officers, employees and directors (collectively, the "Indemnitees") from and against any and all such liability and any other liability for injury or damage, cost or expense resulting from the payment of the Grant by DASNY to the Grantee or use of the Project in any manner, including in a manner which, if the bonds are issued on a tax-exempt basis, (i) results in the interest on the bonds issued by DASNY the proceeds of which were used to fund the Grant (the "Bonds") to be includable in gross income for federal income tax purposes or (ii) gives rise to an allegation against DASNY by a governmental agency or authority, which DASNY defends that the interest on the Bonds is includable in gross income for federal income tax purposes, other than that caused by the gross negligence or the willful misconduct of the Indemnitees.

8. Warranties and Covenants

The Grantee warrants and covenants that:

- (a) The Grant shall be used solely for Eligible Expenses in accordance with the terms and conditions of this Agreement.
- (b) No materials, if any, purchased with the Grant will be used for any purpose other than the eligible Project costs as identified in Exhibit A.
- (c) The Grantee agrees to utilize all funds disbursed in accordance with this Agreement in accordance with the terms of the SAM Program.
- (d) The Grantee is solely responsible for all Project costs in excess of the Grant. The Grantee will incur and pay Project costs and submit requisitions for reimbursement in connection with such costs.
- (e) The Grantee has sufficient, secured funding for all Project costs in excess of the Grant, and will complete the Project as described in the Preliminary Application or Project Information Sheet and in this Agreement.
- (f) The Grantee agrees to use its best efforts to utilize the Project for substantially the same purpose set forth in this Agreement until such time as the Grantee determines that the Project is no longer reasonably necessary or useful in furthering the public purpose for which the grant was made.
- (g) There has been no material adverse change in the financial condition of the Grantee since the date of submission of the Preliminary Application or Project Information Sheet to DASNY.
- (h) No part of the Grant will be applied to any expenses paid or payable from any other external funding source, including State or Federal grants, or grants from any other public or private source.

- (i) The Grantee owns, leases, or otherwise has control over the site where the Project will be located. If the Project includes removable equipment or furnishings including but not limited to, computer hardware and software, air conditioning units, lab equipment, office furniture and telephone systems, Grantee will develop, implement and maintain an inventory system for tracking such removable equipment and furnishings.
- (j) The Project to be funded by the Grant will be located in the State of New York. If the Grant will fund all or a portion of the purchase of any type of vehicle, such vehicle will be registered in the State of New York and a copy of the New York State Vehicle Registration documents will be provided to DASNY's Accounts Payable Department at the time of requisition.
- (k) Grantee is in compliance with, and shall continue to comply in all material respects, with all applicable laws, rules, regulations and orders affecting the Grantee and the Project including but not limited to maintaining the Grantee's document vault on the New York State Grants Reform Gateway ([www.grantsreform.ny.gov](http://www.grantsreform.ny.gov)).
- (l) The Grantee has obtained all necessary consents and approvals from the property owner in connection with any work to be undertaken in connection with the Project.
- (m) All contractors and vendors retained to perform services in connection with the Project shall be authorized to do business in the State of New York and shall possess and maintain all professional licenses and/or certifications required to perform the tasks undertaken in connection with the Project.
- (n) Neither the Grantee nor any of the members of its Board of Directors or other governing body or its employees have given or will give anything of value to anyone to procure the Grant or to influence any official act or the judgment of any person in the performance of any of the terms of this Agreement.
- (o) The Grant shall not be used in any manner for any of the following purposes:
  - (i) political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;
  - (ii) religious worship, instruction or proselytizing as part of, or in connection with, the performance of this Agreement;
  - (iii) payments to any firm, company, association, corporation or organization in which a member of the Grantee's Board of Directors or other governing body, or any officer or employee of the Grantee, or a member of the immediate family of any member of the Grantee's Board of Directors or other governing body, officer, or employee of the Grantee has any ownership, control or financial interest, including but not limited to an officer or employee directly or indirectly responsible for the preparation or

the determination of the terms of the contract or other arrangement pursuant to which the proceeds of the Grant are to be disbursed. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five percent (5%) of the assets, stock, bonds or other dividend or interest bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above; and

- (iv) payment to any member of Grantee's Board of Directors or other governing body of any fee, salary or stipend for employment or services, except as may be expressly provided for in this Agreement.
- (p) The relationship of the Grantee (including, for purposes of this paragraph, its officers, employees, agents and representatives) to DASNY arising out of this Agreement shall be that of an independent contractor. The Grantee covenants and agrees that it will conduct itself in a manner consistent with such status, that it will neither hold itself out as, nor claim to be, an officer, employee, agent or representative of DASNY or the State by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer, employee, agent or representative of DASNY or the State, including without limitation, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.
- (q) The information contained in the Preliminary Application or Project Information Sheet submitted by the Grantee in connection with the Project and the Grant, as such may have been amended or supplemented and any supplemental documentation requested by the State or DASNY in connection with the Grant, is incorporated herein by reference in its entirety. In the event of an inconsistency between the descriptions, conditions, and terms of this Agreement and those contained in the Preliminary Application or Project Information Sheet, the provisions of this Agreement shall govern. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the Preliminary Application or Project Information Sheet and any supplemental information in making the Grant. The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Preliminary Application or Project Information Sheet, supplemental information, or otherwise in connection with the Grant and that the information contained in the Preliminary Application or Project Information Sheet and supplemental information continues on the date hereof to be materially correct and complete.
- (r) The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Grantee Questionnaire ("GQ"), attached hereto as Exhibit C, or the Grantee's document vault in the New York State's Grants Reform Gateway completed by the Grantee in connection with the Project and the Grant, and that the responses in the GQ and the document vault continue on the date hereof to be materially correct and complete. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the GQ in making the Grant, and that the

Grantee will be required to reaffirm the information therein each time a requisition for grant funds is presented to DASNY.

- (s) The Grantee is duly organized, validly existing and in good standing under the laws of the State of New York, or is duly organized and validly existing under the laws of another jurisdiction and is authorized to do business and is in good standing in the State of New York and shall maintain its corporate existence in good standing in each such jurisdiction for the term of this Agreement, and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder;
- (t) The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.
- (u) The Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

9. Default and Remedies

(a) Each of the following shall constitute a default by the Grantee under this Agreement:

- (i) Failure to perform or observe any obligation, warranty or covenant of the Grantee contained herein, or the failure by the Grantee to perform the requirements herein to the reasonable satisfaction of DASNY and within the time frames established therefor under this Agreement.
- (ii) Failure to comply with any request for information reasonably made by DASNY to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant.
- (iii) The making by the Grantee of any false statement or the omission by the Grantee to state any material fact in or in connection with this Agreement or the Grant, including information provided in the Preliminary Application or Project Information Sheet or in any supplemental information that may be requested by the State or DASNY.
- (iv) The Grantee shall (A) be generally not paying its debts as they become due, (B) file, or consent by answer or otherwise to the filing against it of, a petition under the United States Bankruptcy Code or under any other bankruptcy or insolvency law of any jurisdiction, (C) make a general assignment for the benefit of its general creditors, (D) consent to the appointment of a custodian, receiver, trustee or other officer with similar powers of itself or of any substantial part of its property, (E) be

adjudicated insolvent or be liquidated or (F) take corporate action for the purpose of any of the foregoing.

- (v) An order of a court having jurisdiction shall be made directing the sale, disposition or distribution of all or substantially all of the property belonging to the Grantee, which order shall remain undismissed or unstayed for an aggregate of thirty (30) days.
  - (vi) The Grantee abandons the Project prior to its completion.
  - (vii) The Grantee is found to have falsified or modified any documents submitted in connection with this grant, including but not limited to invoice, contract or payment documents submitted in connection with a Grantee's request for payment/reimbursement.
  - (viii) Utilizing the Grant funds paid to the Grantee pursuant to Section 5(b) for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition.
- (b) Upon the occurrence of a default by the Grantee and written notice by DASNY indicating the nature of the default, DASNY shall have the right to terminate this Agreement.
  - (c) Upon any such termination, DASNY may withhold any Grant proceeds not yet disbursed and may require repayment of Grant proceeds already disbursed. If DASNY determines that any Grant proceeds had previously been released based upon fraudulent representations or other willful misconduct, DASNY may require repayment of those funds and may refer the matter to the appropriate authorities for prosecution. DASNY shall be entitled to exercise any other rights and seek any other remedies provided by law.

#### 10. Term of Agreement

Notwithstanding the provisions of Section 9 hereof, this Agreement shall terminate three (3) years after the latest date set forth on the front page hereof without any further notice to the Grantee. DASNY, in its sole discretion, may extend the term of this Agreement upon a showing by the Grantee that the Project is under construction and is expected to be completed within the succeeding twelve (12) months. All requisitions must be submitted to DASNY in proper form prior to the termination date in order to be reimbursed.

#### 11. Project Audit

DASNY shall, upon reasonable notice, have the right to conduct, or cause to be conducted, one or more audits, including field inspections, of the Grantee to assure that the Grantee is in compliance with this Agreement. This right to audit shall continue for six (6) years following the completion of the Project or earlier termination of this Agreement.

#### 12. Survival of Provisions

The provisions of Sections 3, 7, 8(n), 8(o) and 11 shall survive the expiration or earlier termination of this Agreement.

13. Notices

Each notice, demand, request or other communication required or otherwise permitted hereunder shall be in writing and shall be effective upon receipt if personally delivered or sent by any overnight service or three (3) days after dispatch by certified mail, return receipt requested, to the addresses set forth on this document's cover page.

14. Assignment

The Grantee may not assign or transfer this Agreement or any of its rights hereunder.

15. Modification

This Agreement may be modified only by a written instrument executed by the party against whom enforcement of such modification is sought.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement shall be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Agreement or any part of it. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provision(s) had never been contained herein.

17. Confidentiality of Information

Any information contained in reports made to DASNY or obtained by DASNY as a result of any audit or examination of Grantee's documents or relating to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, provided that such information is clearly marked "confidential" by the Grantee that concerns or relates to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses or expenditures, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, which is determined by DASNY to be exempt from public disclosure under the Freedom of Information Law, shall be considered business confidential and is not to be released to anyone, except DASNY and staff directly involved in assisting the Grantee, without prior written authorization from the Grantee, as applicable. Notwithstanding the foregoing, DASNY will not be liable for any information disclosed, in DASNY's sole discretion, pursuant to the Freedom of Information Law, or which DASNY is required to disclose pursuant to legal process.

18. Executory Clause

This Agreement shall be deemed executory to the extent of monies available for the SAM Program to DASNY.

Town of Orangetown  
Construction of a Sidewalk between Palisades Community Center and the Intersection of Oak  
Tree Road and Rt. 9W  
Project ID 6231

This agreement is entered into as of the latest date written below:

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

---

Authorized Officer

---

(Printed Name)

Date:

GRANTEE: TOWN OF ORANGETOWN

---

(Signature)

---

(Printed name and title)

Date:

## **GRANT DISBURSEMENT AGREEMENT**

### **EXHIBITS**

EXHIBIT A	Project Budget
EXHIBIT B	Opinion of Counsel
EXHIBIT C	Grantee Questionnaire
EXHIBIT D	Disbursement Terms
EXHIBIT E	Payment Requisition Form and Dual Certification
EXHIBIT E-1	Payment Requisition Cover Letter
EXHIBIT E-2	Payment Requisition Back-up Summary
EXHIBIT F	Non-Discrimination and Affirmative Action Policy



**EXHIBIT B: Opinion of Counsel**

[Letterhead of Counsel to the Grantee]

[Date]

DASNY  
515 Broadway  
Albany, New York 12207

Attn: Michael E. Cusack., General Counsel

*Re: State and Municipal Facilities Program ("SAM") Grant  
Construction of a Sidewalk between Palsades Community Center and the Intersection of  
Oak Tree Road and Rt. 9W  
Project ID 6231*

Ladies and Gentlemen:

I have acted as counsel to Town of Orangetown (the "Grantee") in connection with the Project referenced above. In so acting, I have reviewed a certain Grant Disbursement Agreement between you and the Grantee, executed by the Grantee on ***[Insert date Agreement executed by Grantee]*** (the "Agreement") and such other documents as I consider necessary to render the opinion expressed hereby.

Based on the foregoing, I am of the opinion that:

1. the Grantee is duly organized, validly existing and in good standing under the laws of the State of New York [or, is duly organized and validly existing under the laws of another jurisdiction and is authorized to do business and is in good standing in the State of New York] and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder; and
2. the Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

Very truly yours,

## EXHIBIT C: Grantee Questionnaire

## EXHIBIT D: Disbursement Terms

Town of Orangetown  
Construction of a Sidewalk between Palisades Community Center and the Intersection of Oak  
Tree Road and Rt. 9W  
Project ID 6231

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee as follows:

### Standard Reimbursement

DASNY shall make payment to the Grantee, no more frequently than monthly, based upon Eligible Expenses (as set forth and in accordance with the budget in Exhibit A) actually incurred by the Grantee, in compliance with Exhibit A and upon presentation to DASNY of the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments, together with such supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were actually incurred by the Grantee in connection with the Project described herein. Payment shall be made by reimbursement, subject to the terms and conditions of Sections 4 and 5(a) of this Agreement or by payment on invoice subject to the terms and conditions of Sections 4 and 5(b) of this Agreement.

Supporting documentation acceptable to DASNY must be provided prior to payment, including invoices and proof of payment in a form acceptable to DASNY. If the fronts and backs of canceled checks cannot be obtained from the Grantee's financial institution, a copy of the front of the check must be provided, along with a copy of a bank statement clearly showing that payment was made by the Grantee to the contractor. DASNY reserves the right to request additional supporting documentation in connection with requests for payment, including the backs of canceled checks, certifications from contractors or vendors, or other documentation to verify that grant funds are properly expended. *Please note that quotes, proposals, estimates, purchase orders, and other such documentation do NOT qualify as invoices.*

The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.

All expenses submitted for reimbursement or payment on invoice must be for work completed at the approved project location(s) and/or items received at the approved project location(s) prior to the date of the request for reimbursement/payment. In addition, if funds are requisitioned for the purchase of a vehicle, the New York State Vehicle Registration Documents and title must be submitted along with the requisition forms.

**EXHIBIT E: Payment Requisition Form and Dual Certification**

Town of Orangetown  
 Construction of a Sidewalk between Palisades Community Center and the Intersection of Oak  
 Tree Road and Rt. 9W  
 Project ID 6231

<b>For Office Use Only:</b>		
FMS#: 155112	GranteeID: 2460	GrantID: 6359

Payment Request #           

For work completed between     /    /     and     /    /    

**THIS REQUEST:**

A: TASK #*	B: DASNY SHARE*	C: THIS REQUEST	D: TOTAL REQUESTED PRIOR TO THIS REQUEST	E: B-C-D BALANCE
<b>TOTAL:</b>				

\* Please note that the task numbers and DASNY Share amounts set forth in columns A and B respectively must correspond to the tasks and DASNY Share amounts set forth in Exhibit A. When submitting a requisition for payment, please remember that DASNY can reimburse you for capital expenditures made by and invoiced to the Grantee set forth on the cover page of this Agreement only. Capital expenditures include the costs of acquisition, design, construction, reconstruction, rehabilitation, preservation, development, improvement, modernization and equipping of a State and Municipal Facilities Program facility.

DASNY may not reimburse Grantees or make payments on invoice for costs including, but not limited to, the following: working capital, rent, utilities, salaries, supplies and other administrative expenses.

## EXHIBIT E: Payment Requisition Form and Dual Certification

### DUAL CERTIFICATION

This certification must be signed by two Authorized Officers of the Town of Orangetown, for Project # 6231.

We hereby warrant and represent to DASNY that:

1. To the best of our knowledge, information and belief, the expenditures described in Payment Requisition Request # \_\_\_\_\_ attached hereto in the amount of \$ \_\_\_\_\_ for which Town of Orangetown, is seeking payment and/or reimbursement comply with the requirements of the Agreement between DASNY and Town of Orangetown (the "Agreement"), are Eligible Expenses, and that the payment and/or reimbursement of expenditures for which it is seeking payment and/or reimbursement from DASNY does not duplicate reimbursement or disbursement of costs and/or expenses from any other source.
2. The warranties and covenants contained in Section 8 of the Agreement are true and correct as if made on the date hereof.
3. The Eligible Expenses for which reimbursement is sought in connection with this requisition were actually incurred by the Grantee named on the cover page of this Agreement, and/or will be paid by the Grantee solely from the Segregated Account established pursuant to paragraph 4(d) of the Grant Disbursement Agreement to the contractor named on the invoices submitted in connection with this requisition and shall not be used for any other purpose.
4. All Project costs described in any contractor/vendor invoice submitted pursuant the payment requisition form have been completely and fully performed prior to the date hereof.
5. Proof of disposition of funds from the Segregated Account to the contractor and/or vendors that are being paid on invoice, if any, will be provided to DASNY within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. We understand that in the event that acceptable proof of payment is not provided, DASNY will not make any additional disbursements from Grant funds until such time as such proof of payment is provided.
6. We have the authority to submit this requisition on behalf of Town of Orangetown. The tasks have been completed in the manner outlined in the Agreement.
7. The following documents are hereby attached for DASNY approval, in support of this requisition, and are accurate images of the original documents **(Please check off all that apply):**
  - Readable copies of both front and back of canceled checks.
  - Readable copies of the front of the checks and copies of bank statements showing that the checks have cleared.
  - Copy of New York State Vehicle Registration and Title documents for all vehicles purchased with Grant funds.
  - Invoices/receipts for eligible goods/services that have been received/performed at the approved project location(s) and a completed Exhibit E-2: Payment Requisition Back-up Summary.
  - Other:

Authorized Officer Signature: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Officer Signature: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT E-1: Payment Requisition Cover Letter**  
**ON GRANTEE'S LETTERHEAD**

Date \_\_\_\_\_

Attention: Accounts Payable - Grants  
 DASNY  
 515 Broadway  
 Albany, New York 12207

*Re: State and Municipal Facilities Program ("SAM") Grant  
 Construction of a Sidewalk between Palisades Community Center and the Intersection of  
 Oak Tree Road and Rt. 9W  
 Project No. 6231*

To Whom it May Concern:

Enclosed please find our request for payment/reimbursement. The package includes completed Exhibits E and E-2, including a Dual Certification with original signatures from two authorized officers. I have also included supporting documentation and invoices, as summarized in Exhibit E-2.

Below I have checked off the relevant payment option and completed the required payment information. This information is complete and accurate as of the date of this letter:

1)	<input type="checkbox"/>	We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by check.
<b>OR</b>		
2)	<input type="checkbox"/>	We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by wire. The wire instructions for our account are as follows: BANK NAME: _____ ACCOUNT #: _____ ACCOUNT NAME: _____ ABA #: _____
<b>OR</b>		
3)	<input type="checkbox"/>	We would like to be paid on invoice pursuant to Section 5(b) of the grant disbursement agreement. We have not paid the invoice(s) included in this request. We have established a <b>segregated account to be used solely for accepting and disbursing funds from DASNY for this grant and for no other purpose.</b> The wire instructions for this account are as follows: BANK NAME: _____ ACCOUNT #: _____ ACCOUNT NAME: _____ ABA #: _____

If any further information is needed, please contact me at ( ) \_\_\_\_\_.

Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



## EXHIBIT F

### NON-DISCRIMINATION AND AFFIRMATIVE ACTION POLICY FOR THE PROJECT

It is the policy of the State of New York and DASNY, to comply with all federal, State and local law, policy, orders, rules and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, and to take affirmative action to ensure that Minority and Women-owned Business Enterprises (M/WBEs), Minorities Group Members and women share in the economic opportunities generated by DASNY's participation in projects or initiatives, and/or the use of DASNY funds.

- 1) The recipient of State funds represents that its equal employment opportunity policy statement incorporates, at a minimum, the policies and practices set forth below:
  - a) Grantee shall (i) not unlawfully discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, (ii) undertake or continue existing programs of affirmative action to ensure that Minority Group Members and women are afforded equal employment opportunities, and (iii) make and document its conscientious and active efforts to employ and utilize M/WBEs, Minority Group Members and women in its workforce on contracts. Such action shall be taken with reference to, but not limited to, solicitations or advertisements for employment, recruitment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
  - b) At the request of the AAO, the Grantee shall request each employment agency, labor union, or authorized representative of workers with whom it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative does not unlawfully discriminate, and that such union or representative will affirmatively cooperate in the implementation of the Grantee's obligations herein.
- 2) The Grantee is encouraged to include minorities and women in any job opportunities created by the Project; and to solicit and utilize M/WBE firms for any contractual opportunities generated in connection with the Project.
- 3) Grantee represents and warrants that, for the duration of the Agreement, it shall furnish all information and reports required by the AAO and shall permit access to its books and records by DASNY, or its designee, for the purpose of ascertaining compliance with provisions hereof.
- 4) Grantee shall include or cause to be included, paragraphs (1) through (3) herein, in every contract, subcontract or purchase order with a Contracting Party executed in connection with the Project, in such a manner that said provisions shall be binding upon each Contracting Party as to its obligations incurred in connection with the Project.

### NON-DISCRIMINATION AND AFFIRMATIVE ACTION DEFINITIONS

#### Affirmative Action

Shall mean the actions to be undertaken by the Borrower, Grantee and any Contracting Party in connection with any project or initiative to ensure non-discrimination and Minority/Women-owned Business Enterprise and minority/female workforce participation, as set forth in paragraph 2) herein, and developed by DASNY.

**Affirmative Action Officer ("AAO")**

Shall mean DASNY's Affirmative Action Officer or his/her designee, managing the affirmative action program for DASNY.

**Contracting Party**

Shall mean (i) any contractor, subcontractor, consultant, subconsultant or vendor supplying goods or services, pursuant to a contract or purchase order in excess of \$1,500, in connection with any projects or initiatives funded in whole or in part by DASNY and (ii) **any borrower or Grantee** receiving funds from DASNY pursuant to a loan or Grant document.

**Minority Business Enterprise ("MBE")**

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is (i) a lease fifty-one percent (51%) owned by one or more Minority Group Members; (ii) an enterprise in which such minority ownership is real, substantial and continuing, (iii) an enterprise in which such minority ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as a minority business.

**Minority Group Member**

Shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups: (i) Black persons having origins in any of the Black African racial groups; (ii) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race; (iii) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands; and (iv) Native American or Alaskan native persons having origins in any of the original peoples of North America.

**Minority and Women-Owned Business Enterprise Participation**

Minority and Women-owned Business Enterprise participation efforts are not limited to the efforts suggested herein, and the role of M/WBE firms should not be restricted to that of a subcontractor/subconsultant. Where applicable, M/WBE firms should be considered for roles as prime contractors. Such efforts may include but not be limited to:

- (a) Dividing the contract work into smaller portions in such a manner as to permit subcontracting to the extent that it is economically and technically feasible to do so;
- (b) Actively and affirmatively soliciting bids from qualified M/WBEs, including circulation of solicitations to Minority and Women's trade associations;
- (c) Making plans and specifications for prospective work available to M/WBEs in sufficient time for review;
- (d) Utilizing the services and cooperating with those organizations providing technical assistance to the Contracting Party in connection with potential M/WBE participation on DASNY contract;
- (e) Utilizing the resources of DASNY Affirmative Action Unit to identify New York State certified M/WBE firms for the purpose of soliciting bids and subcontracts;
- (f) Encouraging the formation of joint ventures, associations, partnerships, or other similar entities with M/WBE firms, where appropriate, and
- (g) The Contracting Party shall remit payment in a timely fashion.

**Women-owned Business Enterprise ("WBE")**

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (i) at least fifty-one percent (51%) owned by one or more citizens or permanent resident aliens who are women; (ii) an enterprise in which the ownership interest of such women is real, substantial and continuing, (iii) an enterprise in which such women ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as woman-owned.

#14

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

Orangetown Representative  
R.C. Soil & Water Conservation Dist.-Chairman  
Member:  
American Public Works Association NY Metro Chapter  
NYS Association of Town Superintendents of Highways  
Hwy. Superintendents' Association of Rockland County



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

April 19, 2017

**TO:** Kimberly Allen, Administrative Secretary  
**CC:** Andy Stewart, Supervisor  
Charlotte Madigan, Town Clerk  
Theresa Pugh, Deputy Town Clerk  
**FROM:** James J. Dean, Superintendent of Highways  
**RE:** Depot Square, Sparkill, NY

---

After speaking with Christopher Lee, Local Highway Coordinator from the NYSDOT, he has asked us to affirm, through a Town Board resolution, that the Town of Orangetown owns and maintains Depot Square, Sparkill, from Main Street to Main Street.

Please place the below resolution on the April 25, 2017, workshop in order for the road inventory can be updated accordingly.

---

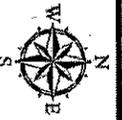
**RESOLVED**, that the Town Board hereby affirms that the Town of Orangetown owns & maintains the described road and length - ID # 194995 – Depot Square, Sparkill, NY, as follows:

- Depot Square – from Main Street to Main Street – road section length – 0.14 miles & pavement width is 0.22.

The total length of the road owned and maintained by the Town of Orangetown is – 0.14



Town of Orangetown  
Road Inventory  
Depot Square



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

Orangetown Representative  
R.C. Soil & Water Conservation Dist.-Chairman  
Member:  
American Public Works Association NY Metro Chapter  
NYS Association of Town Superintendents of Highways  
Hwy. Superintendents' Association of Rockland County



**HIGHWAY DEPARTMENT**  
**TOWN OF ORANGETOWN**  
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E-mail - highwaydept@orangetown.com

April 19, 2017

**TO:** Kimberly Allen, Administrative Secretary  
**CC:** Andy Stewart, Supervisor  
Charlotte Madigan, Town Clerk  
Theresa Pugh, Deputy Town Clerk  
**FROM:** James J. Dean, Superintendent of Highways  
**RE:** Marycrest Road, West Nyack

---

After speaking with Christopher Lee, Local Highway Coordinator from the NYSDOT, he has asked us to affirm, through a Town Board resolution, that the Town of Orangetown owns, maintains and has legal responsibility for Marycrest Road, from the loop at Tulip Lane to the PIP ramp.

Please place the below resolution on the April 25, 2017, workshop in order for the road inventory can be updated accordingly.

---

**RESOLVED**, that the Town Board hereby affirms that the Town of Orangetown owns, maintains and has legal responsibility for the described road and length - ID # 194835 – Marycrest Road in West Nyack as follows:

- Marycrest Road – from begin loop to end loop – road section length - 0.34 miles & pavement width is 27'
- Marycrest Road – from the end loop to Ahlmeyer Drive – road section length – 0.50 miles & pavement width is 30'
- Marycrest Road – from Ahlmeyer Drive to the Palisades Interstate Parkway ramp – road section length - 0.24 miles & pavement width is 30'

---

The total length of the road owned and maintained by the Town of Orangetown is – 1.08



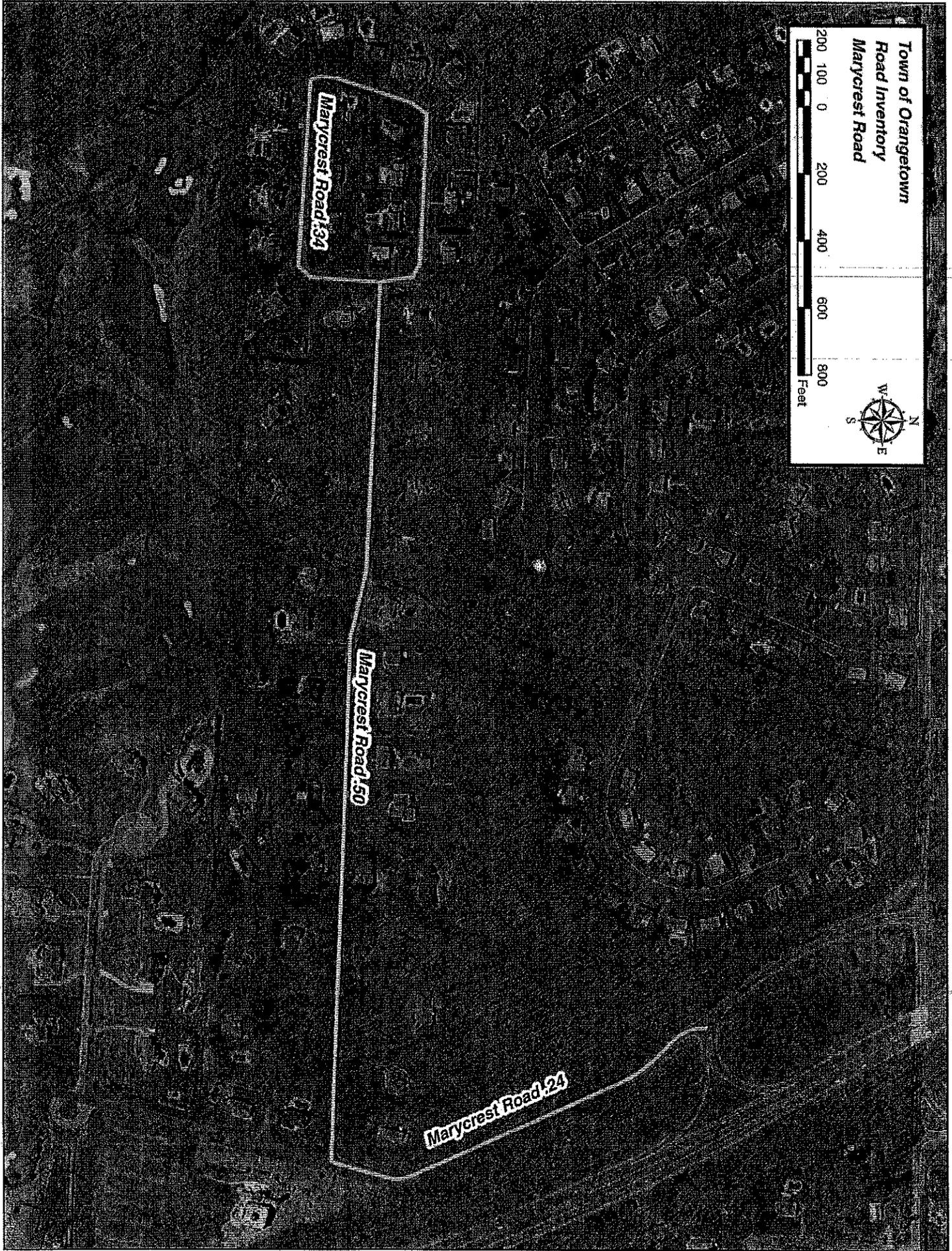
Town of Orangetown  
Road Inventory  
Marycrest Road



Marycrest Road :34

Marycrest Road :50

Marycrest Road :24



#14

# Memorandum

DATE: April 21, 2017  
 TO: Town Board  
 FROM: James J. Dean, Superintendent of Highways  
 RE: Authorize Travel – James J. Dean, Superintendent of Highways

\*\*\*\*\*

Please place the item listed below on the Town Board Workshop Agenda for Tuesday, April 25, 2017.

“Authorize James J. Dean, Superintendent of Highways, to attend the Federation of NY Solid Waste Association, Solid Waste and Recycling Conference from May 21-24, 2017, Lake George, NY, as a speaker and conference participant at a cost of \$1,240.80. to be charged to account #\_\_\_\_\_.”

Kj

#17

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

Orangetown Representative  
R.C. Soil & Water Conservation Dist.-Chairman  
Member:  
American Public Works Association NY Metro Chapter  
NYS Association of Town Superintendents of Highways  
Hwy. Superintendents' Association of Rockland County



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

# Memorandum

DATE: April 21, 2017  
TO: Town Board  
FROM: James J. Dean, Superintendent of Highways  
RE: Surplus Equipment

\*\*\*\*\*

### Approve for Surplus/Highway Department

RESOLVED, that upon the recommendation of the Superintendent of Highways, approve for surplus the following equipment:

- |                            |                   |
|----------------------------|-------------------|
| 2002 Ford F550             | 1FDAF57F02ED56637 |
| 2005 Int. Lightning Loader | 1HTMMAAN55H125304 |
| 2005 F550 Rack truck       | 1FDAF57P65EC33499 |
| 2005 F550 Dump-Plow        | 1FDAF57P05EC33501 |

- 1998 Snap-On MM300L mig combination welder (Ser.MM3-276)
- 2003 Thermal Dynamics Plasma Cutter Cut Master 50 (Ser. 02331997)
- 2- 12' Frink snow plows, power angle worm gear driven
- 13- Tailgate mounted plastic tanks with framework and supports, 5 of these tanks have electric pumps (each tank approx. 80 gallons)
- 1- Behind cab mounted rectangle plastic tank with framework (approx. 80 gallons)
- 1- Trackless snow thrower Model- B, Serial- 1346



#18

RECEIVED APR - 5 2017

Tappan Community Garage Sale  
201 Western Hwy.  
Tappan, NY. 10983  
845-222-0898

RECEIVED  
APR - 5 2017

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT  
04/4/17

Town of Orangetown  
Supervisor Stewart & Town Board  
26 W. Orangeburg Rd  
Orangeburg, NY 10962

Supervisor Stewart & Town Board members:

My name is Richard Pugh Sr. and for the last 3 years I have been promoting and organizing large community garage sales, twice a year (May & October) as a fundraiser for the Noble Ninth. These take place at the German Masonic Park grounds, 89 Western Hwy, Tappan.

As we start our fourth (4<sup>th</sup>) exciting year, we would like to know, if we can borrow a few traffic control signs and barriers? These signs and barriers will assist with the flow of traffic exiting the Masonic Park, onto Greenbush Road and to prevent traffic from traveling the wrong way on the one way road. We would like at least one of the large orange and white plastic barriers, to be placed on the western side of the CSX rail road crossing, with two (2) DO NOT ENTER signs, and at least one (1) large ONE WAY ONLY or ALL TRAFFIC ONLY ARROW pointing towards the left, to go up Greenbush Road to Western Hwy, placed directly across from the rear exit of the Masonic Park. The first event will be the weekend of Saturday May 20<sup>th</sup> with a rain date of Sunday, May 21<sup>st</sup> and the second will be the weekend of Saturday, October 14<sup>th</sup> with a rain date of Sunday October 15<sup>th</sup>.

Hwy

I have enclosed two printouts to better illustrate where we would like the signs.

Kindly contact me with any questions you may have concerning our request. We look forward to speaking with you.

Respectfully,



Richard S Pugh Sr.  
Tappan Community Garage Sale

RECEIVED

MAR 29 2017

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

TOWN OF ORANGETOWN  
SPECIAL USE PERMIT FOR USE OF TOWN PROPERTY

PERMIT #

17-5A12 APR 18 2017

RECEIVED  
Orangetown Police Department

EVENT NAME: 2017 NUN RUN 5K

APPLICANT NAME: SISTERS OF SAINT DOMINIC OF BLAUVELT, NEW YORK

ADDRESS: 490 WESTERN HIGHWAY BLAUVELT NY 10913

PHONE #: 845 359 17327 CELL #: 845 558 1490 FAX #

CHECK ONE: PARADE \_\_\_\_\_ RACE/RUN/WALK  OTHER \_\_\_\_\_

The above event will be held on MAY 13, 2017 from 8:30 AM to 11:30 AM RAIN DATE: N/A

Location of event: BLAUVELT, NY

Sponsored by: SISTERS OF SAINT DOMINIC OF BLAUVELT Telephone #: SAME AS ABOVE

Address: SAME AS ABOVE

Estimated # of persons participating in event: 150 vehicles N/A

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

KATIE BECKMANN - SAME AS ABOVE

Signature of Applicant: *Katie Beckmann* Date: 3/29/2017

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS)

Letter of Request to Town Board requesting aid for event - Received On: 3-30-17

Certificate of Insurance - Received On: 4-4-17

FOR HIGHWAY DEPARTMENT USE ONLY

Road Closure Permit:  Received On: X

Rockland County Highway Dept. Permit:  Received On: 4-12-17

NYS DOT Permit:  Received On: X

Route/Map/Parking Plan:  Received On: 3-30-17

RFS #: 38896 BARRICADES:  CONES:  TRASH BARRELS:  OTHER: \_\_\_\_\_

APPROVED: *[Signature]* DATE: 4-17-17  
Superintendent of Highways

FOR PARKS & RECREATION DEPARTMENT USE ONLY

Showmobile:  Application Required: \_\_\_\_\_ Fee Paid - Amount/Check # \_\_\_\_\_

Port-a-Sans:  Other: \_\_\_\_\_

APPROVED: *[Signature]* DATE: 4/17/17  
Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY

APPROVED: *[Signature]* DATE: 4/18/17  
Chief of Police \*Police Detail

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

Workshop Agenda Date: 4.25.17 Approved On: \_\_\_\_\_ TDR #: \_\_\_\_\_

#19

RECEIVED  
APR 20 2017  
TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT



# Rockland County

Ed Day, Rockland County Executive

RECEIVED

APR 12 2017

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

### HIGHWAY DEPARTMENT

23 New Hempstead Road  
New City, New York 10956  
Phone: (845) 638-5060 Fax: (845) 638-5037  
Email: highway@co.rockland.ny.us

17-SP-12

**Charles H. "Skip" Vezzetti**  
*Superintendent of Highways*

### PERMIT AND NOTICE TO Use A ROAD

To the Town Clerk of *Orangetown* in Rockland County:

This is to certify that the Superintendent of Highways of Rockland County has been requested by

DOMINICAN SISTERS OF BLAUVELT at 359-7327 (Katie Beckmann)

To Use a section of Highway in the Town of *Orangetown* Rockland County, known as

WESTERN HWY, CONVENT ROAD,, ORANGEBURG ROAD

"ROAD IS OPEN, --- NO DETOUR "

The portion of highway will be Used under Highway Law on May 13, 2017 Sat. From 8 AM TILL 11:30 AM

For the purpose of 5K NUN FUN RUN

This activity can not be properly conducted unless the portion described above is Used during the time such activity is in progress.

To the Town Highway Superintendent of *Orangetown* in Rockland County:

A certificate of which the foregoing is a copy having been executed by me under the authority conferred by Section 104 of the Highway Law and filed in the office of the Town Clerk in *Orangetown* on the 11th Day of April 2017, you are hereby notified that I have authorized the Use of the above described section of highway. The applicant must provide a detour for traffic during the time the road is Used and notify police, fire, ambulance, school districts and public transportation prior to Using of the roadway. The applicant must provide the necessary signs, barricades, lights, flagmen, etc. and make every effort to cooperate with the traveling public. Keep fire, police, ambulance, public transportation and school entities informed as to daily activities, concerning the Use.

Dated this 11th April 2017

  
\_\_\_\_\_  
Rockland County Superintendent of Highways

2/2/17  
4/11/17



# DOMINICAN Sisters of Blauvelt

RECEIVED  
APR 17 2017  
TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

17-SP-12  
#38896

Orangetown Town Board  
26 Orangeburg Road  
Orangeburg, NY 10962  
March 29, 2017

Dear Orangetown Town Board,

The Sisters of Saint Dominic of Blauvelt, NY are holding their third annual Nun Run 5K Run/Walk on Saturday, May 13, 2017. The race will begin and end at St. Dominic Convent and last from 8:30 AM – 11:00 AM.

- OPI

As a part of this race, we are requesting police detail for the following roads to help direct traffic and runners during the race:

- Western Highway (Between Mountain View Avenue and Blauvelt Road)
- Convent Road (Between Western Highway and Hoffman Lane)
- Hoffman Lane
- Blauvelt Road (Between Bluefields Lane and Western Highway)
- Bluefields Lane
- Mountainview Avenue (Between Glenshaw Street and Western Highway)

Also, please note that we will be using the Rail Trail from the Blauvelt Library entrance (on Western Highway) to Mountainview Avenue. We have already spoken with Aric Gorton and he has approved this request. We are also requesting any available barricades for help with directing traffic and runners for this race.

PAULS

We shall be very grateful for your assistance with the items mentioned above. It will be most helpful to us in making the 2017 Nun Run 5K a success.

HWY

Gratefully,

Katie Beckmann  
Communications Director  
Sisters of Saint Dominic of Blauvelt, NY



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/3/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Artex Risk Solutions, Inc. (CB) 2860 Golf Road, 6th Floor Rolling Meadows IL 60008-4050	<b>CONTACT NAME:</b> Christian Brothers Services	
	<b>PHONE (A/C, No., Ext):</b> 800-807-0300	<b>FAX (A/C, No.):</b> 830-378-2508
<b>E-MAIL ADDRESS:</b>		
<b>ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Pennsylvania Manufacturers Assoc In		12282
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

RECEIVED

**INSURED** CHRIBRO-14  
 Brothers of the Christian Schools & Affiliates  
 Loc #1177022 SISTERS OF ST. DOMINIC OF BLAUVELT  
 1206 Windham Parkway  
 Romeoville IL 60446-1679

TOWN OF ORANGETOWN  
 HIGHWAY DEPARTMENT

COVERAGES CERTIFICATE NUMBER: 1345400576 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC OTHER:		821600 0578917	6/15/2016	6/15/2017	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$included MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$included GENERAL AGGREGATE \$N/A PRODUCTS - COMPROP AGG \$included \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Evidence of coverage for Nun Run to be held on May 13, 2017.

<b>CERTIFICATE HOLDER</b>  Town of Orangetown 28 Orangeburg Road Orangeburg NY 10962	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/3/2017

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<b>PRODUCER</b> Artex Risk Solutions, Inc. (CB) 2850 Golf Road, 5th Floor Rolling Meadows IL 60008-4050	<b>RECEIVED</b>  <b>APR - 4 2017</b>  <b>TOWN OF ORANGETOWN</b> <b>HIGHWAY DEPARTMENT</b> <b>CHRIBRO-14</b>	<b>CONTACT NAME:</b> Christian Brothers Services	
		<b>PHONE (A/C, No, Ext):</b> 800-807-0300	<b>FAX (A/C, No):</b> 630-378-2508
<b>INSURED</b> Brothers of the Christian Schools & Affiliates Loc #1177022 SISTERS OF ST. DOMINIC OF BLAUVELT 1205 Windham Parkway Romeoville IL 60446-1679		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		<b>INSURER A:</b> Pennsylvania Manufacturers Assoc In	12262
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 1345400575      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		821600 0578617	6/15/2016	6/15/2017	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$Included MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$Included GENERAL AGGREGATE \$N/A PRODUCTS - COMP/OP AGG \$Included \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)  
Evidence of coverage for Nun Run to be held on May 13, 2017.

### CERTIFICATE HOLDER

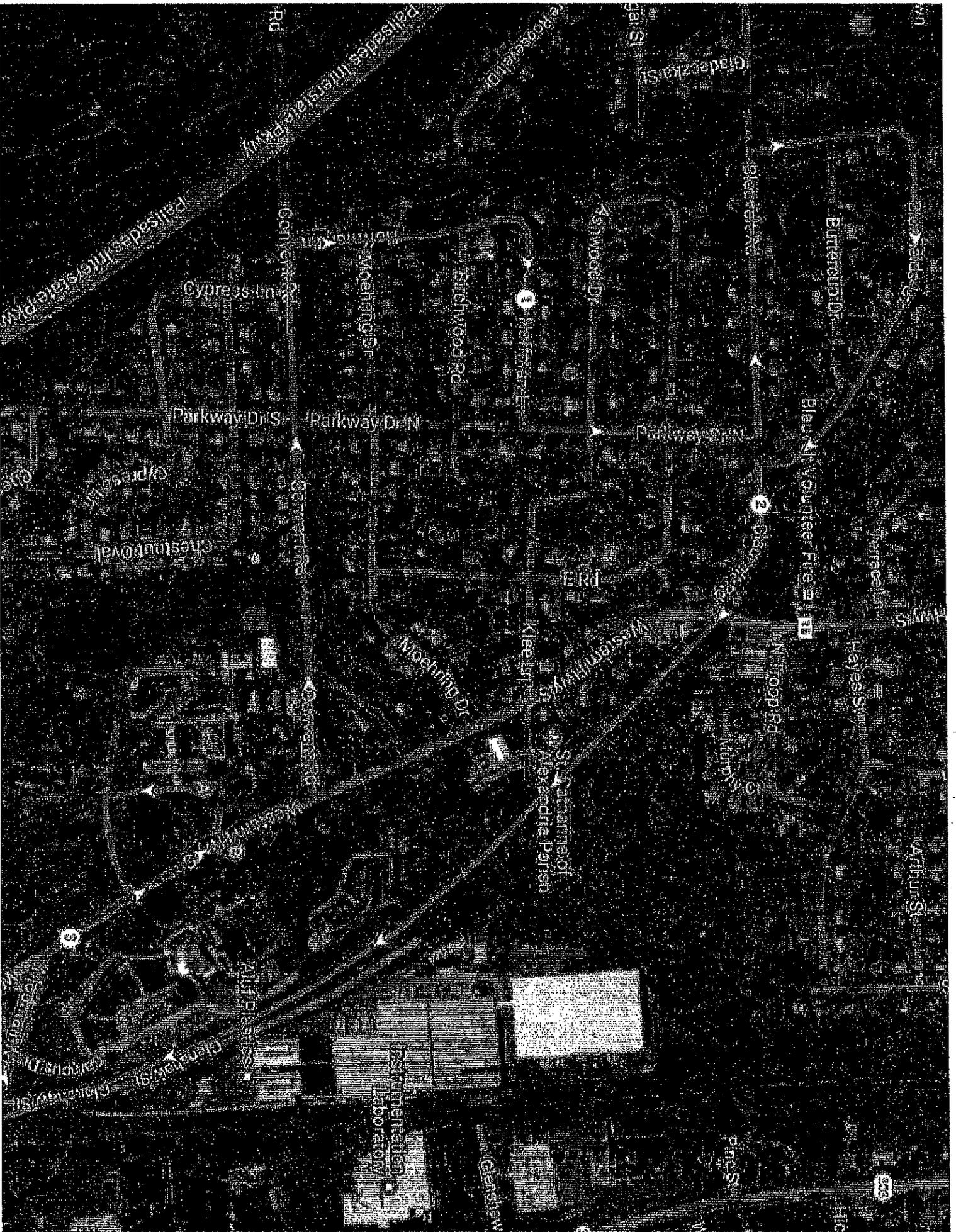
Town of Orangetown  
28 Orangeburg Road  
Orangeburg NY 10962

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
*Christina Coffey*

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#20

RECEIVED

MAR 30 2017

TOWN OF ORANGETOWN  
SPECIAL USE PERMIT FOR USE OF TOWN PROPERTY  
PERMIT # 17-5713

RECEIVED  
APR 18 2017  
Orangetown Police Department

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

EVENT NAME: Relay For Life of Rockland, NY

APPLICANT NAME: Amanda Batista

ADDRESS: 121 Executive Dr. Ste. 100, New Windsor, NY 12553

PHONE #: 845-440-2522 CELL # 845-901-3311 FAX # 845-467-4393

CHECK ONE: PARADE \_\_\_\_\_ RACE/RUN/WALK  OTHER \_\_\_\_\_

The above event will be held on 6/10 - 6/11 from 5pm to 5am RAIN DATE: N/A

Location of event: Central Ave. Field, Pearl River

Sponsored by: American Cancer Society Telephone #: 845-440-2522

Address: 121 Executive Drive, Suite 100, New Windsor, NY 12553

Estimated # of persons participating in event: 500 vehicles 150 (to park at Franklin Ave. School)

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

Signature of Applicant: [Signature] Date: 3/30/17

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS)

Letter of Request to Town Board requesting aid for event - Received On: 3-30-17

Certificate of Insurance - Received On: 4-12-17

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit:  Received On: \_\_\_\_\_ X

Rockland County Highway Dept. Permit:  Received On: \_\_\_\_\_ X

NYS DOT Permit:  Received On: \_\_\_\_\_ X

Route/Map/Parking Plan:  Received On: \_\_\_\_\_ X

RPS #: 38897 BARRICADES:  CONES:  TRASH BARRELS:  OTHER: caution tape, message board, recycling trucks w/bags

APPROVED: [Signature] DATE: 4-14-17  
Superintendent of Highways

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

Showmobile:  Application Required: \_\_\_\_\_ Fee Paid - Amount/Check # \_\_\_\_\_

Port-o-Sans:  Other: \_\_\_\_\_

APPROVED: [Signature] DATE: 4/17/17  
Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

APPROVED: [Signature] DATE: 4/18/17  
Chief of Police

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

Workshop Agenda Date: 4-25-17 Approved On: \_\_\_\_\_ TBR #: \_\_\_\_\_

RECEIVED  
APR 20 2017  
TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

No parking signs

17-SP-13  
RECEIVED

MAR 30 2017

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT



Mr. James Dean  
Highway Department  
Town of Orangetown  
119 NY-303  
Orangeburg, NY 10962

Dear Mr. Dean,

This letter is being presented to you on behalf of the American Cancer Society's 2017 Relay For Life of Rockland County, which will be held from Saturday, June 10th at 5:00 p.m. through Sunday, June 11th at 5:00AM at Central Avenue Field in Pearl River.

As you may know, Relay for Life is an overnight event that takes place in more than 5,000 communities across the country. Teams from businesses, schools and communities come together in support of the fight against cancer. Teams take turns walking around a track overnight and participate in activities, entertainment and ceremonies in which we honor and remember those who have fought cancer. The dollars raised through Relay for Life fund the American Cancer Society's vital cancer research, education, advocacy and patient service programs to defeat this disease.

An outline of the event follows, below, and attached is a list of items we anticipate needing from the Town of Orangetown Highway Department. We appreciate the loan of these items and whatever else you might suggest to make this a safe and successful event.

Thank you for your support in previous years, and thank you in advance for your support this year. If you have any questions, please do not hesitate to contact me by telephone at (845) 440-2522 or by e-mail at [amanda.batista@cancer.org](mailto:amanda.batista@cancer.org).

Sincerely,

Amanda Batista, Relay For Life of Rockland County  
American Cancer Society  
845-440-2522  
Tax ID Number: 13-1788491

Event Website: [www.relayforlife.org/RocklandNY](http://www.relayforlife.org/RocklandNY)

[amanda.batista@cancer.org](mailto:amanda.batista@cancer.org)

Event Outline:

- 1- Schedule: We will set up Friday, June 9th, continuing Saturday morning, June 10th. Participants will arrive commencing at 1:00 p.m. [I'm not sure if this is correct time for this year, but it doesn't really matter; deliveries will be made on Friday] on Saturday, June 10th. The event begins 5:00 p.m. on Saturday June 10th and ends at approximately 5:00 a.m. on Sunday, June 11th. Clean-up follows right after the event.
- 2- The entire event will take place on the field. Unlike previous years, participants will walk on a track that is entirely on the field. The track does **NOT** extend onto the East Central Ave. sidewalk.
- 3- We are advising participants to use John Street to approach the Franklin Avenue main entrance. The north side of Franklin Ave., adjacent to the field, will be for Handicap Parking and drop-off. Participants will be directed to the Franklin Ave. School lot for parking. The south side of East Central Ave., adjacent to the field, may remain open for parking.
- 4- A dumpster from Marangi Disposal will be placed in the far northeast corner of the field, entering from the gate near E. Central Ave. and John St. All other deliveries will enter from the Franklin Ave. gate at the southwest corner of the field. All gates will remain open throughout the event.

5-

**CENTRAL AVENUE FIELD: June 10<sup>th</sup>—11<sup>th</sup>, 2017**

**ITEMS NEEDED:**

Wooden Barricades – Leave by Firehouse fence.	6 Boards, 12 legs
Plastic Barricades w/ handicap parking signs	5
Plastic Barricades w/ parking → → → signs.	2 cones
Recycling Kiosks	All (15) – spaced around field
Keep Rockland Beautiful Cans	15 – spaced around field
Vericades – Leave by Firehouse fence.	22
Reflective Caution Tape	1 roll + extra (deliver w/ message board)
Extra trash bags	
Message Board @ Franklin Avenue School parking lot entrance.	We will provide message

**Barricade Usage:**

- 2 – plastic w/parking → → signs directing participants into Franklin Avenue Elementary parking lot
- 5 – plastic w/handicap parking dispersed along north side of Franklin Avenue from entrance to field to home plate
- Post "No Parking" on north side of Franklin Avenue from John Street to the firehouse
- OPD will post Franklin Avenue (north side) and set up handicap at 8:00AM
- Extras can be left at firehouse fence for possible use

} OPD



#21(1)



4 West Red Oak Lane, White Plains, New York 10604  
914-467-5300 • Fax: 914-467-6103 • www.db-eng.com

**Board of Directors**  
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*President & Chairman*  
Steven A. Farnigmann, P.E., BCEE  
*Executive Vice President*  
Robert L. Raab, P.E., BCEE, CCM  
*Senior Vice President*

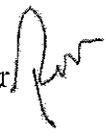
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*Senior Vice President*  
Stephen M. Dudar, P.E.  
*Senior Vice President*  
Dennis F. Koehler, P.E.  
*Senior Vice President*  
Joseph H. Marturano  
*Senior Vice President*  
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John Schreck, P.E.  
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*Vice President*  
Philip R. Sachs, P.E.  
*Vice President*  
Charles J. Wachsmuth, P.E.  
*Vice President*

**Dir. of Architecture**  
Michael P. Sciarillo, AIA, NCARB

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Matthew R. DeVinnay, P.E.  
Frank DeVita  
Joseph A. Fioraliso, P.E.  
Michael R. Hofgren  
Christopher Koegel, P.E., CCM  
Jamil Miranda, P.E.  
Olga Mubarak  
Adam Remick, P.E.  
Daniel Shabat, P.E.

**Associates**  
Meredith A. Byers  
Anthony M. Caniano  
Rudolph F. Canavale  
James J. Magda  
Michele Mastrangelo  
Robbiri A. Petrella  
Swaroop C. Puchalapalli, P.E.  
Edward J. Reilly  
Michael G. Savarèse, P.E.  
Stephen E. Tauss, P.G.

April 12, 2017

To: Joseph Moran, P.E., Commissioner  
From: Ronald C. Delo, P.E., Acting Chief Operator   
Re: Schedule of Compliance, State Pollution Discharge Elimination System (SPDES) Permit # NY 0026051, Orangetown Sewer District #2 STP

Pursuant to the above referenced Schedule of Compliance included in the Town's SPDES Permit received in December 2016 the Town is required to submit an approvable engineering report, signed and sealed by a Professional Engineer licensed to practice engineering in New York State, detailing the design basis, treatment unit type and sizing that will be used to comply with the new final effluent limitation for Total Residual Chlorine of 0.10 mg/l (Daily Maximum) by May 1, 2017.

Failure to comply with this requirement is a violation of the SPDES Permit and could subject the Town to enforcement action by NYSDEC and/or others.

Pursuant to your request D&B Engineers and Architects, P.C. (D&B) gave you a proposal to perform this work on April 5, 2017 which provided sufficient time to complete the report on or before the Due Date of 5/1/2017 required by the permit.

On April 11, 2017 you advised me that you needed to get three proposals for this work and would be soliciting additional proposals from other firms and that there weren't going to be any Town Board meetings to approve a proposal until May.

Based on the above it is unlikely that the Town will be able to comply with the permit requirement and the Town will therefore be in non-compliance with its permit and will have to file a notice of non-compliance which will need to include the following information:

1. A short description of the non-compliance;
2. A description of any actions taken or proposed by the permittee to comply with the elapsed schedule requirements without further delay further delay and to limit environmental impact associated with the non-compliance;
3. A description or any factors which tend to explain or mitigate the non-compliance, i.e. why the Town wasn't able to complete this work since it was advised of this requirement in December of 2016; and
4. An estimate of the date the permittee will comply with the elapsed schedule requirement and an assessment of the probability that the permittee will meet the next scheduled requirement on time.

I would recommend that you review the schedule for the follow on Compliance Actions for this item and develop a schedule that meets the intended end date for full implementation and compliance of the new effluent limit to demonstrate the Town's intent to comply with the new permit requirement.

It should be further noted that there is a second item included in the Schedule of Compliance regarding how the Town is going to comply with a new permit limit for Nitrogen, Ammonia(as N), which is a significantly bigger and more complex task with a Due Date of 11/01/2017 for an approvable engineering report, and I strongly recommend you move expeditiously to get an engineer under contract to prepare the required report in accordance with the Due Date in compliance with the permit.

D&B ENGINEERS AND ARCHITECTS, P.C.

Page Three

Should you have any questions on the above or require additional information please contact me.

Thank you for the opportunity to have been of assistance.

03957/ RCD/17\_Memo

cc: Andy Stewart, Town Supervisor  
Town Board  
Town Attorney  
Guy DeVincenzo, Deputy Commissioner, DEMA  
Robert DeGiorgio, Senior Vice President, D&B

To: Ronald C. Delo, P.E., Acting Chief Operator

From: Joseph J. Moran, P.E., Commissioner

Date: April 13, 2017

Re: Schedule of Compliance, State Pollution Discharge Elimination Systems (SPDES)  
Permit # NY 0026051, Orangetown Sewer District #2 STP

This is in response to your memorandum to my attention dated April 12, 2017 regarding the aforementioned subject.

As we discussed, I am aware of the engineering report that NYSDEC requires to be submitted by May 1, 2017 that has to detail the design basis, treatment unit type and sizing that will be used to comply with the new final effluent limitation for Total Residual Chlorine of 0.10 mg/l (Daily Maximum). Also, as we discussed, I told you that I contacted 3 engineering firms for quotes to prepare this report, that I expected to have responses within several days and that I would send an e-mail to the Town Board with a recommendation. That is what occurred. We have a proposal to complete the engineering report to meet the May 1, 2017 deadline.

What you are not aware of is the fact that on March 10, 2017, prior to departing for a one week vacation, I left instructions for the Deputy Commissioner to write a Request for Proposals for the subject engineering report so that the Town Board would have the opportunity to review them and vote on a resolution at the April 4, 2017 Regular Town Board Meeting. I will have to follow up with the Deputy Commissioner in regards to why the proposal was never written.

Your memorandum reiterates our conversation, is redundant and counterproductive.

Furthermore, your revised proposal to provide Chief Operator services states that you intended to be present at the Wastewater Treatment Plant (WWTP) 6 hours a week at a rate of \$187.50 per hour and that John McCabe would be present 14 hours per week at a rate of \$144.00 per hour. In fact, you have been present the majority of the time with Mr. McCabe being present once a week. I would like to know why this is occurring and what hourly rate you will be billing to the Town. This is inconsistent with your revised proposal and is drastically different from your original proposal of \$4875.00 lump sum for one month's services. That would break down to \$4875.00 divided by \$187.50 per hour equaling 26 hours per month or 6.5 hours per week from your original estimate to provide said services.

Thank you for your anticipated cooperation and I look forward to moving on in a more productive manner.

Cc; Andrew Stewart, Supervisor  
Jerry Bottari, Councilman  
Thomas Diviny, Councilman  
Denis Troy, Councilman  
Paul Valentine, Councilman  
John Edwards, Town Attorney  
Guy DeVincenzo, Deputy Commissioner

**PUBLIC HEALTH ENGINEER AND ZONING ENFORCEMENT OFFICER (Proposed title)**

**DISTINGUISHING FEATURES OF THE CLASS:** This is public health engineering work of a moderately complex nature relating to wastewater disposal, sanitary sewage systems, grease traps, air pollution and solid and hazardous wastes to ensure compliance with the Rockland County Public Health Law and state and local sanitary codes. The term public health engineer shall mean a person who applies engineering principles for the detection, evaluation, control and management of those factors in the environment which influence public health. The work also involves the inspection of real property and building structures for compliance with local zoning ordinances. The work is performed under the general supervision of the Commissioner of Environmental Management and Engineering or other town administrator. Does related work as required.

**TYPICAL WORK ACTIVITIES:**

- Oversees the enforcement of the provisions of Public Health Law and State and Local Sanitary Codes relating to realty subdivisions, sewage and industrial waste water treatment plants, industrial air pollution emission sources, combustion installations, extension of sewer mains, soil and erosion control and commercial grease traps;
- Evaluates air pollution studies;
- Conducts public health complaint investigations and prepares reports and recommendations;
- Investigates zoning complaints through site inspections, interviewing property owners, tenants, neighbors or other parties;
- Attempts to mediate zoning disputes among parties involved;
- Conducts witness interviews, prepares affidavits for witnesses and attends pre-trial conferences and hearings in cases involving zoning violations;
- Prepares and issues zoning correction notices, violation notices and court information when necessary;
- Reviews present and proposed local regulations to determine conformity with the State Sanitary Code and confers with local officials regarding resolutions which do not conform;
- Prepares and gathers evidence to assist Town Attorney in the defense of the town with respect to lawsuits concerning zoning violations;
- Conducts town-wide inspections for litter, illegal dumping, illegal occupancy, site plan compliance issues, commercial grease traps, etc.

**FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:**

Good knowledge of the principles, practices and techniques of public health engineering and environmental health programs; good knowledge of the provisions of the Public Health Law and State and local Sanitary Codes; good knowledge of inspection practices and techniques; working knowledge of interviewing techniques; ability to understand and interpret laws, ordinances, guidelines and regulations pertaining to zoning and environmental health; ability to mediate disputes; ability to issue understandable instructions; ability to prepare technical reports and correspondence; ability to communicate effectively with the public and other officials both orally and in writing; ability to establish and maintain cooperative relation with others.

(over)

 **DRAFT**

**MINIMUM QUALIFICATIONS:** A Bachelor's degree in Engineering and five (5) years of professional-level experience in public health engineering (e.g. public health hazardous waste programs, public health air or water pollution control, public health hazardous materials management and/or response).

**NOTES:**

1. A Master's or Doctorate degree in Engineering may be substituted for one (1) year of the required experience.
2. A Professional Engineering license (PE) may be substituted for three (3) years of the required experience.
3. A Professional Engineering license (PE) may be substituted for the specialized Bachelor's degree.
4. Successful completion of the Fundamentals of Engineering (first part of Professional Engineer exam), and designation as an Intern Engineer, or equivalent, (e.g. Intern Engineer is a New York State designation; other States' designation may be different) may be substituted for two (2) years of the required experience.

**SPECIAL REQUIREMENT:** A valid driver's license or accessibility to transportation to meet field work requirements in a timely and efficient manner.

 **DRAFT**

R.C.D.P. 03.30.2017  
Competitive



#23

**Vicki Caramante**

---

**From:** Mike Bettmann  
**Sent:** Thursday, April 13, 2017 7:44 AM  
**To:** Vicki Caramante; Doug Sampath  
**Subject:** FW: 1999 Crown Vic

Vicki, I wasn't thinking and sent this to kim, I don't remember how to get it on the agenda  
Thanks  
mike

Michael B.Bettmann  
Chief Fire Inspector  
Town of Orangetown  
20 Greenbush Road  
Orangeburg NY 10962  
Ph 845-365-0204 Ex 10  
Fax 845-365-0241

---

**From:** Mike Bettmann  
**Sent:** Wednesday, April 12, 2017 1:26 PM  
**To:** Kimberly Allen; Doug Sampath  
**Subject:** 1999 Crown Vic

Kim, I would like to surplus a 1999 Crown Vic with over 104,000 miles vin# 2FAFP71W3XX200017.  
Thanks  
mike

Michael B.Bettmann  
Chief Fire Inspector  
Town of Orangetown  
20 Greenbush Road  
Orangeburg NY 10962  
Ph 845-365-0204 Ex 10  
Fax 845-365-0241

Please put on TB agenda

OBITUARIES

FUNERAL HOMES

SEND FLOWERS

NEWS & ADVICE

MEMORIALS

SERVICES

Assumma-Shankey Funeral Home
34 N Summit St
Pearl River, NY 10965
(845) 735-4849

- View Map
Send Flowers

VISITATION

Thursday, Apr. 20, 2017
2:00 PM - 4:00 PM

Assumma-Shankey Funeral Home
34 N Summit St
Pearl River, NY 10965

- Add To Calendar
View Map

VISITATION

Thursday, Apr. 20, 2017
7:00 PM - 9:00 PM

Assumma-Shankey Funeral Home
34 N Summit St
Pearl River, NY 10965

- Add To Calendar
View Map

MASS OF CHRISTIAN BURIAL

Friday, Apr. 21, 2017
10:00 AM

St. Aedans Church

- Add To Calendar

SERVICE

Following Services

St. Anthony's Cemetery
Nanuet, NY

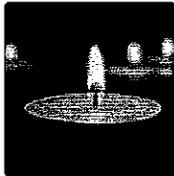
- View Map

RESOURCES

- More Obituaries for Eileen Kelly
Looking for an obituary for a different person with this name?
Find a Different E. Kelly
See More >

Eileen P. Kelly

1931 - 2017 v Obituary > Condolences > Flowers



Kelly, Eileen

Eileen Kelly of Pearl River, NY passed away peacefully in her home surrounded by family on April 16, 2017. She was born March 9, 1931 to Mary and Daniel Donohue, sharing her childhood with her two brothers, Daniel and James. She married the love of her life, Bernard Kelly on February 14, 1953. They moved to Pearl River and raised their four children, James, Jack, Eileen and Maureen. She welcomed into her life two daughters-in-law, two sons-in-law, 13 adoring grandchildren and 2 beloved great grandchildren. She shared a special bond with her sisters-in-law and brothers-in-law and was loved by all her nieces and nephews. She hosted many family reunions at the Jersey Shore, opening her beautiful home for all to enjoy. In true Irish fashion, Eileen appreciated a good joke, a crowded dance floor, a piping hot cup of tea and a buttery slice of her Aunt Hannie's famous soda bread. Eileen had a huge circle of friends. The "Girls" as they were so endearingly referred, dined out, took in plays, vacationed and most importantly searched for bargains. In that search, she and her friends started a small business of Home Clothing Parties bringing urban chic to the suburbs. Eileen worked and retired from Orangetown Town Hall. She and Bernie shared many more happy years together until his passing in 2011. As she will be missed, she will always be loved and remembered. Thank you to United Hospice of Rockland for assisting her and the family through her end of life journey. A special thanks goes out to her aides - their kindness and compassion was unsurpassed.

Visiting is Thursday 2-4pm and 7-9pm at Assumma-Shankey Funeral Home. A Mass of Christian Burial will be celebrated Friday, 10am at St. Aedans Church, burial to follow at St. Anthony's Cemetery, Nanuet, NY.

Assumma-Shankey
Funeral Home
34 N. Summit Street
Pearl River, NY 10965
845-735-4849

Published in the The Journal News on Apr. 19, 2017

SYMPATHY FLOWERS



Delivery detail
Assumma-Shankey
Funeral Home

Order By Phone
(855) 329-5801

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SEND FLOWERS

View /

Table with 2 columns: 7 Night Western Caribbean (Miami... \$650 Select, 4 Night C Baja Mex \$1 Sel

MORE INFORMATION



Funeral Etiquette
Expert Advice:
What to do and when someone

The Joint Replacement Center at Nyack Hospital
Awarded The Joint Commission's Seal of Approval for our hip and knee joint replacement program not once, but twice.

# Tony Gerard, attorney for people without wealth, dies

Steve Lieberman, slieberm@lohud.com Published 3:24 p.m. ET April 21, 2017 | Updated 6:04 p.m. ET April 21, 2017

*Attorney William Anthony Gerard apparently collapsed on the soccer field and later died from heart issues at Good Samaritan Hospital, his friend Lawrence Weissmann said after speaking with his family*



(Photo: Screenshot)

William Anthony Gerard, the tall, lanky Palisades attorney who represented poor people and civil rights many times for free, died of heart failure Thursday at the age of 63.

Gerard had been playing soccer when he collapsed on the field, said Lawrence Weissmann, a friend who spoke with Gerard's family. He died at Good Samaritan Hospital in Suffern on Thursday night.

Gerard considered himself a protege of iconic [civil right attorney Conrad Lynn](http://www.nytimes.com/1995/11/18/nyregion/conrad-j-lynn-a-veteran-civil-rights-lawyer-is-dead-at-87.html) (<http://www.nytimes.com/1995/11/18/nyregion/conrad-j-lynn-a-veteran-civil-rights-lawyer-is-dead-at-87.html>),

a Pomona resident who represented people who couldn't afford a lawyer. Lynn, who died in 1995 at age 87, sued to desegregate the armed forces and his clients included freedom riders in the South, Vietnam War draft resisters, Puerto Rican nationalists and people targeted by the government.

Gerard, who shared office space with Lynn, often worked for free representing his clients, spending hours advocating for them in court or through legal documents, his legal colleagues said. He was a throwback to the civil rights advocates in the legal world, not unlike Lynn and the late Harry Edelstein.

"He would fight endlessly for his client," Weissmann said. "He did not care about money. He would fight for his client. He was brilliant. He was the smartest guy in the room."

Gerard, a Pace University graduate who passed the bar in 1983, represented many poor people and people from the Haitian community, often without charge or a manageable fee. [When Spring Valley Trustee Vilair Fonvil](/story/news/local/rockland/2014/04/24/spring-valley-trustees-elex-fraud-convictions-tossed/8093695/) (/story/news/local/rockland/2014/04/24/spring-valley-trustees-elex-fraud-convictions-tossed/8093695/) got convicted of election law misdemeanors, Gerard spent 14 years fighting the charges on appeal for free until he cleared Fonvil in court, Weissmann said.

Weissmann said it was difficult at times partnering up with Gerard.

"People who had no money he would take their case," Weissman said. "He's travel upstate after working hours to represent people, not telling me."

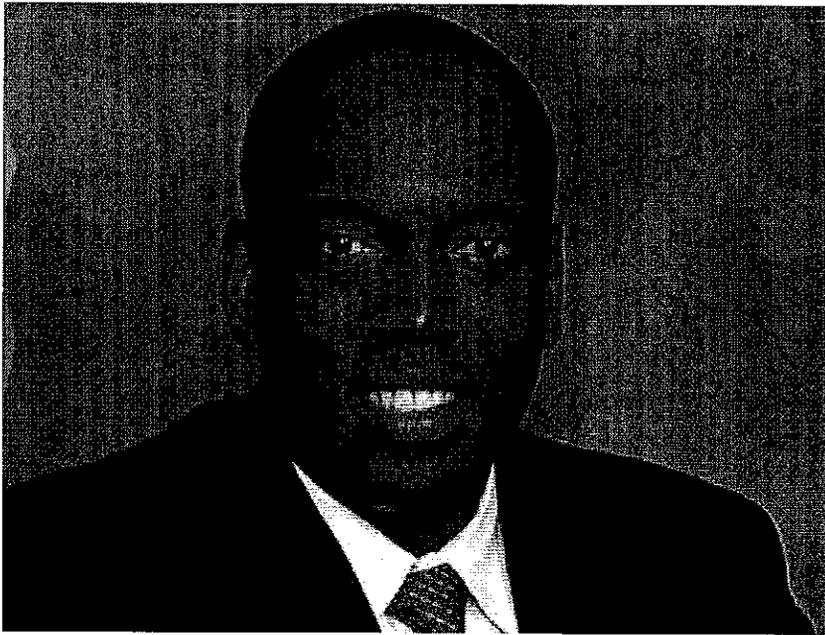
He shared an office with Lynn as a young lawyer some 30 years ago.

"Tony always talked about how he love Conrad Lynn," Weissmann said. "Like Lynn, if he believed in you he fought for you. Most lawyers worried about billable hours. Tony worried about the Constitution."

Gerard took all types of criminal cases - from murder to robbery. He also represented people in Rockland Family Court, once recently being tossed in jail for several hours by a judge for his strenuous advocacy.

Known to friends as Tony, he also went by the name of Bilil and Gerard, friends said.

His loyalty to Fonvil and his own sense of righteousness got him entangled in the political machinations in Spring Valley. He represented Fonvil and the forces opposing Mayor Demeza Delhomme - a situation that has led to multiple lawsuit and even a legal fight in process to impeach the mayor. He served several months as a village lawyer, only to be fired by Delhomme for his friendship with Fonvil.



*(Photo: File photo)*

Gerard successfully got charges dropped against Spring Valley [Building Inspector Walter Booker](#), ([/story/news/crime/2016/12/20/charges-dropped-walter-booker-spring-valley/95652912/](#)) who had been suspended by the mayor at one point.

Attorney David Goldstein called Gerard a "champion of civil rights" and influenced by Lynn.

"Tony was always a gentlemen in court and he always seem to take up cases of cause," Goldstein said. "That was a high quality of his. Taking cases of causes is a very high quality for any lawyer. He's definitely going to be missed."

"He was more aggressive than most lawyers, but a likeable person and an advocte for the underdog," attorney John Edwards said.

Weissmann said Gerard had a heart of gold and integrity.

"He was a bulldog in court who played fair and by the rules," Weissmann said. "I loved him. I miss him."

Twitter: [@lohudlegal](#) (<http://twitter.com/lohudlegal>)

Read or Share this story: <http://lohud.us/2pMx8gW>

**DEME**

**CONTRACT WITH GHD CONSULTANTS/  
ENGINEERING REDUCTION OF TOTAL RESIDIAL  
CHLORINE AS REQUIRED BY NYSDEC/\$5,500**

**21. WHEREAS**, the NYSDEC has revised the requirement in the Orangetown Sewer District #2 SPDES permit of final effluent limitation for Total Residual Chlorine: and,

**WHEREAS**, an engineering report is required to be submitted detailing the design basis, treatment unit type and sizing that will be used to comply with said requirement; and,

**WHEREAS**, three engineering firms were contacted to submit prices to write the engineering report; and,

**WHEREAS**, GHD Engineers is qualified to write this report and submitted the lowest price,

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board approves an agreement with GHD Engineers to write and submit an engineering report to comply with the latest NYSDEC requirement regarding Total Residual Chlorine in the final effluent for \$5,500.00.

**PERSONNEL**

**CREATE POSITION PUBLIC HEALTH ENGINEER  
AND ZONING ENFORCEMENT OFFICER/DEME**

**22. RESOLVED**, that upon the recommendation of Rockland County Personnel and the Human Resources Coordinator, create the position of Public Health Engineer and Zoning Enforcement Officer, Grade 20, Step 1, at a salary of \$83,680.00. The position will work under the DEME (Department of Environmental Management and Engineering), is budgeted and is approved by CSEA.

**FIRE PREVENTION**

**DECLARE SURLPUS/1999 CROWN VICTORIA**

**23. RESOLVED**, that on the recommendation of the Chief Fire Inspector, the Town Board hereby declares as surplus one 1999 Crown Victoria with over 104,000 miles VIN 2FAFP71W3XX200017

Adjournment at \_\_\_ PM in Memory of: Eileen P. Kelly, Pearl River, retired from Town Hall

William Anthony "Tony" Gerard, Palisades, NY