



PUBLIC WORKSHOP - 2

TOWN OF ORANGETOWN

You are invited to work together with the Comprehensive Plan Committee, Planning Consultants and fellow residents to develop Comprehensive Plan Goals and Recommendations for Orangetown's future.

PUBLIC WORKSHOP - 2 will be offered in two formats – in person and via Zoom – on consecutive nights. The meetings will have identical content.

WHAT TO EXPECT

1. Introductions
2. Presentation
3. Workshop
4. Wrap Up and Next Steps

OR

ATTEND IN PERSON

WHERE

New Courtroom (next to the police station)

26 W. Orangeburg Road,
Orangeburg, NY 10962

WHEN

Monday, December 06, 2021
7:00 to 8:30 PM (Venue opens at 6:45 PM)

COVID SAFETY GUIDELINES

Please wear a mask if unvaccinated or not fully vaccinated
Click here for complete guidelines

LOG IN REMOTELY

WHERE

Click here to register and receive Zoom Link

https://us06web.zoom.us/webinar/register/WN_M2P4sBhgTpi7CZTjSIUAHg

WHEN

Tuesday, December 07, 2021
7:00 to 8:30 PM

Cable Franchise Renewal Agreement

by and between

the Town of Orangetown

and

Verizon New York Inc.

Pursuant to §87(2)(c) and (d) of the New York Freedom of Information Law, we respectfully request that the LFA protect the confidentiality of this document and all communications related thereto by not disclosing the same to any third party. See NY CLS PUB O §§87(2)(c) and (d)

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THIS CABLE FRANCHISE RENEWAL AGREEMENT (the “Franchise” or “Agreement”) is entered into by and between the Town of Orangetown, a validly organized and existing political subdivision of the State of New York (the “Local Franchise Authority” or “LFA”) and Verizon New York Inc., a corporation duly organized under the applicable laws of the State of New York (the “Franchisee”).

WHEREAS, the LFA is a “franchising authority” in accordance with Title VI of the Communications Act, (*see* 47 U.S.C. §522(10)) and is authorized to grant one or more nonexclusive cable franchises pursuant to Article 11 of the New York Public Service Law, as amended, and Title 16, Chapter VIII, Parts 890.60 through 899, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended;

WHEREAS, the LFA granted to Franchisee effective as of April 20, 2007, a nonexclusive initial Franchise to install, maintain, extend, and operate a Cable System in the LFA for a term of ten (10) years (the “Initial Franchise”);

WHEREAS, the Franchisee has operated a Cable System in accordance with the Initial Franchise as of the effective date on its existing Telecommunications Facilities consisting of a Fiber to the Premises Telecommunications Network (“FTTP Network”) in the Franchise Area which also transmits Non-Cable Services pursuant to authority granted by Section 27 of the New York Transportation Corporations Law, as amended, and Title II of the Communications Act, which Non-Cable Services are not subject to the Cable Law or Title VI of the Communications Act;

WHEREAS, pursuant to and in accordance with applicable federal and state law, the LFA undertook a process to determine whether it should renew the Initial Franchise and the terms for such a renewal;

WHEREAS, the LFA has examined the past performance of Franchisee and has determined that Franchisee is and has been in material compliance with the Initial Franchise and applicable law;

WHEREAS, the LFA has identified the future cable-related needs and interests of the LFA and its community, has considered and approved the financial, technical and legal qualifications of Franchisee, and has determined that Franchisee’s Cable System is adequate and feasible in a full public proceeding affording due process to all parties;

WHEREAS, pursuant to and in accordance with applicable federal and state law, the Franchisee submitted to the LFA a proposal to renew the Initial Franchise to operate a Cable System in the Franchise Area;

WHEREAS, following good faith negotiations between the parties, the Local Franchise Authority and Franchisee have agreed on the terms for a renewal Franchise under which Franchisee will continue to operate its Cable System in the Franchise Area; and

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WHEREAS, the LFA has determined that in accordance with the provisions of the Cable Law, this Franchise complies with the NY PSC's franchise standards and the grant of a nonexclusive franchise to Franchisee is consistent with the public interest.

NOW, THEREFORE, in consideration of the LFA's grant of a franchise to Franchisee, Franchisee's promise to continue to provide Cable Service to residents of the Franchise Area pursuant to and consistent with the Cable Law (as hereinafter defined), pursuant to the terms and conditions set forth herein, the promises and undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. **DEFINITIONS**

Except as otherwise provided herein, the definitions and word usages set forth in the Cable Law are incorporated herein and shall apply in this Agreement. In addition, the following definitions shall apply:

1.1. *Access Channel*: A video Channel, which Franchisee shall make available to the LFA without charge for Public, Educational, or Governmental noncommercial use for the transmission of video programming as directed by the LFA.

1.2. *Affiliate*: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Franchisee.

1.3. *Basic Service*: Any service tier, which includes the retransmission of local television broadcast signals as well as the PEG Channels required by this Franchise.

1.4. *Cable Law*: Article 11 of the New York Public Service Law, as amended, and Title 16, Chapter VIII, Parts 890.60 through 899, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended, to the extent authorized under and consistent with federal law.

1.5. *Cable Service* or *Cable Services*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6), as amended.

1.6. *Cable System* or *System*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7), as amended.

1.7. *Channel*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4), as amended.

1.8. *Communications Act*: The Communications Act of 1934, as amended.

1.9. *Control*: The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of Franchisee's affairs.

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1.10. *Educational Access Channel:* An Access Channel available for noncommercial use solely by local public schools and public school districts in the Franchise Area and other not-for-profit educational institutions chartered or licensed by the New York State Department of Education or Board of Regents in the Franchise Area as specified by the LFA in Exhibit B to this Agreement.

1.11. *FCC:* The United States Federal Communications Commission, or successor governmental entity thereto.

1.12. *Force Majeure:* An event or events reasonably beyond the ability of Franchisee to anticipate and control. This includes, but is not limited to, severe or unusual weather conditions, strikes, labor disturbances and disputes, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, act of public enemy, incidences of terrorism, epidemics, acts of vandalism, actions or inactions of any government instrumentality or public utility including condemnation, accidents for which the Franchisee is not primarily responsible, fire, flood, or other acts of God, or work delays caused by waiting for utility providers to service or monitor utility poles to which Franchisee's FTTP Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary.

1.13. *Franchise Area:* The entire existing territorial limits of the LFA and such additional areas as may be annexed or acquired by dissolution of an incorporated village or otherwise during the term of this Franchise but not including any portion of an incorporated village located wholly or partially within the territorial limits of the LFA.

1.14. *Franchisee:* Verizon New York Inc. and its lawful and permitted successors, assigns and transferees.

1.15. *Government Access Channel:* An Access Channel available for the sole noncommercial use of the LFA.

1.16. *Gross Revenue:* All revenue, as determined in accordance with generally accepted accounting principles, which is derived by Franchisee from the operation of the Cable System to provide Cable Service in the Franchise Area, subject to the following inclusions and exclusions.

1.16.1. Gross Revenue includes, without limitation: all Subscriber and customer revenues earned or accrued net of bad debts as determined in accordance with generally accepted accounting principles, including revenue for: (i) Basic Service; (ii) all fees charged to any Subscribers for any and all Cable Service provided by Franchisee over the Cable System in the Franchise Area, including without limitation Cable Service related program guides, the installation, disconnection or reconnection of Cable Service; revenues from late or delinquent charge fees; Cable Service related or repair calls; the provision of converters, remote controls, additional outlets and/or other Cable Service related Subscriber premises equipment, whether by lease or fee; (iii) video on demand Cable Service, including pay-per-view Cable Service; (iv) revenues from the sale or lease of access channel(s) or channel capacity; and (v) compensation received by Franchisee that is derived from the operation of Franchisee's Cable System to provide Cable Service with respect to commissions that are paid to Franchisee as compensation for

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promotion or exhibition of any products or services on the Cable System, such as “home shopping” or a similar channel, subject to the exceptions below. Gross Revenue includes a pro rata portion of all revenue derived by Franchisee pursuant to compensation arrangements for advertising derived from the operation of Franchisee’s Cable System to provide Cable Service within the Franchise Area, subject to the exceptions below. The allocation of home shopping and advertising revenues shall be based on the number of Subscribers in the Franchise Area divided by the total number of subscribers in relation to the relevant local, regional or national compensation arrangement. Advertising commissions paid to third parties shall not be netted against advertising revenue included in Gross Revenue.

1.16.2. Gross Revenue shall not include:

1.16.2.1. revenues received by any Affiliate or other Person in exchange for supplying goods or services used by Franchisee to provide Cable Service over the Cable System; bad debts written off by Franchisee in the normal course of its business (provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected); refunds, rebates or discounts made to Subscribers or other third parties; any revenue of Franchisee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, however, that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise shall be included in Gross Revenue; the sale of Cable Services on the Cable System for resale in which the purchaser is required to collect cable Franchise Fees from purchaser’s customer; the sale of Cable Services to customers, which are exempt, as required or allowed by the LFA including, without limitation, the provision of Cable Services to public institutions as required or permitted herein; any tax of general applicability imposed upon Franchisee or upon Subscribers by a city, state, federal or any other governmental entity and required to be collected by Franchisee and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes and non-cable franchise fees); any foregone revenue which Franchisee chooses not to receive in exchange for its provision of free or reduced cost cable or other communications services to any Person, including without limitation, employees of Franchisee and public institutions or other institutions designated in the Franchise (provided, however, that such foregone revenue which Franchisee chooses not to receive in exchange for trades, barter, services or other items of value shall be included in Gross Revenue); sales of capital assets or sales of surplus equipment; program launch fees, i.e., reimbursement by programmers to Franchisee of marketing costs incurred by Franchisee for the introduction of new programming; directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing; any fees or charges collected from Subscribers or other third parties for any PEG Grant payments; and

1.16.2.2. except as otherwise provided in Subsection 1.16.1, any revenues classified, in whole or in part, as Non-Cable Services revenue under federal or state law including, without limitation, revenue received from Telecommunications Services; revenue received from Information Services, including, without limitation, Internet Access service, electronic mail service, electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way

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communication; and any other revenues attributed by Franchisee to Non-Cable Services in accordance with federal law, rules, regulations, standards or orders. Should revenue from any service provided by Franchisee over the Cable System be classified as a Cable Service by a final determination or ruling of any agency or court having jurisdiction, after the exhaustion of all appeals related thereto, the LFA shall be entitled, after notification to Franchisee, to amend this Agreement in the manner prescribed under applicable state law or this Franchise to include revenue from Franchisee's provision of such service as Gross Revenue, and Franchisee shall include revenue from such service as Gross Revenue on a going forward basis commencing with the next available billing cycle following the date of issuance of an order from the NY PSC approving such amendment.

1.17. *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. §153(24), as amended.

1.18. *Internet Access*: Dial-up or broadband access service that enables Subscribers to access the Internet.

1.19. *Local Franchise Authority (LFA)*: The Town of Orangetown, New York, or the lawful successor, transferee, or assignee thereof.

1.20. *Non-Cable Services*: Any service that does not constitute the provision of Cable Service including, but not limited to, Information Services and Telecommunications Services.

1.21. *NY PSC*: The New York Public Service Commission.

1.22. *PEG*: Public, Educational, and Governmental.

1.23. *PEG Access Designee*: Any entity designated by the LFA for the purpose of owning and/or operating the equipment and facilities used in the production and/or broadcast of PEG Access Channel programming for the LFA, including but not limited to any access corporation.

1.24. *Person*: An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

1.25. *Public Access Channel*: An Access Channel available for noncommercial use solely by the residents in the Franchise Area on a first-come, first-served, nondiscriminatory basis.

1.26. *Public Rights-of-Way*: The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including, public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the LFA. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other non-wire communications or broadcast services.

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1.27. *Subscriber*: A Person who lawfully receives Cable Service over the Cable System with Franchisee's express permission.

1.28. *Telecommunication Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. §153(53), as amended.

1.29. *Title VI*: Title VI of the Communications Act, Cable Communications, as amended.

1.30. *Transfer of the Franchise*:

1.30.1. Any transaction in which:

1.30.1.1. a fifty percent ownership or greater interest in Franchisee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that Control of Franchisee is transferred; or

1.30.1.2. the rights held by Franchisee under the Franchise and the certificate of confirmation issued therefor by the NY PSC are transferred or assigned to another Person or group of Persons.

1.30.2. However, notwithstanding Sub-subsections 1.30.1.1 and 1.30.1.2 above, a *Transfer of the Franchise* shall not include transfer of an ownership or other interest in Franchisee to the parent of Franchisee or to another Affiliate of Franchisee; transfer of an interest in the Franchise or the rights held by the Franchisee under the Franchise to the parent of Franchisee or to another Affiliate of Franchisee; any action which is the result of a merger of the parent of the Franchisee; or any action which is the result of a merger of another Affiliate of the Franchisee.

1.31. *Video Programming*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. §522(20), as amended.

1.32. *Video Service Provider or VSP*: Any entity using any portion of the Public Rights-of-Way to provide Video Programming services to multiple subscribers within the territorial boundaries of the LFA, for purchase, barter, or free of charge, regardless of the transmission method, facilities or technologies used. A VSP shall include, but is not limited to, any entity that provides Cable Services, multi-channel multipoint distribution services, broadcast satellite services, satellite delivered services, wireless services, and internet-protocol based services within the territorial boundaries of the LFA.

2. **GRANT OF AUTHORITY; LIMITS AND RESERVATIONS**

2.1. *Grant of Authority*: Subject to the terms and conditions of this Agreement and the Cable Law, the LFA hereby grants the Franchisee the right to own, construct, operate and maintain a Cable System along the Public Rights-of-Way within the Franchise Area, in order to provide Cable Service. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this Agreement.

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2.2. *The FTTP Network:* Upon delivery of Cable Service, by subjecting Franchisee's mixed-use facilities to the NY PSC's minimum franchise standards and the LFA's police power, the LFA has not been granted broad new authority over the construction, placement and operation of the Franchisee's mixed-use facilities.

2.3. *Effective Date and Term:* This Franchise shall become effective on the date that the NY PSC issues an order approving renewal for this Franchise (the "Effective Date"), following its approval by the LFA's governing authority authorized to grant franchises and its acceptance by the Franchisee. The term of this Franchise shall be five (5) years from the Effective Date unless the Franchise is earlier terminated by Franchisee pursuant to the terms of Section 2.4 or 2.5 or revoked as provided herein. The Franchisee shall memorialize the Effective Date by notifying the LFA in writing of the same, which notification shall become a part of this Franchise.

2.4 *Termination Generally:* Notwithstanding any provision herein to the contrary, Franchisee may terminate this Agreement and all obligations hereunder at any time during the term of this Agreement for any reason, in Franchisee's sole discretion, upon sixty (60) days' written notice to the LFA.

2.5. *Modification/Termination Based on VSP Requirements:*

2.5.1 If there is a change in federal, state, or local law that reduces any material financial and/or operational obligation that the LFA has required from or imposed upon a VSP, or if the LFA enters into any franchise, agreement, license, or grant of authorization to a VSP to provide Video Programming services to residential subscribers in the LFA with terms or conditions materially less burdensome than those imposed by this Franchise, Franchisee and the LFA shall, within sixty (60) days of the LFA's receipt of Franchisee's written notice, commence negotiations to modify this Franchise to create reasonable competitive equity between Franchisee and such other VSPs. Any modification of the Franchise pursuant to the terms of this section shall not trigger the requirements of Subpart 892-1 of the NY PSC rules and regulations.

2.5.2 Franchisee's notice pursuant to Section 2.5.1. shall specify the change in law and the resulting change in obligations. Franchisee shall respond to reasonable information requests from the LFA, as may be necessary to review the change in obligations resulting from the cited law.

2.5.3 In the event the parties do not reach mutually acceptable agreement on a modification requested by Franchisee, Franchisee shall, at any time and in its sole discretion, have the option of exercising any of the following actions:

a. Commence franchise renewal proceedings in accordance with 47 U.S.C. §546 with the Franchise term being accelerated, thus being deemed to expire thirty-six (36) months from the date of Franchisee's written notice to seek relief hereunder;

b. Terminate the franchise within two (2) years from notice to the LFA;

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c. If agreed by both parties, submit the matter to commercial arbitration by a mutually-selected arbitrator in accordance with the rules of the American Arbitration Association; or

d. Submit the matter to mediation by a mutually-acceptable mediator.

2.6. *Grant Not Exclusive:* The Franchise and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the LFA reserves the right to grant other franchises for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use itself, at any time during the term of this Franchise. Any such rights which are granted shall not adversely impact the authority as granted under this Franchise and shall not interfere with existing facilities of the Cable System or Franchisee's FTTP Network.

2.7. *Franchise Subject to Federal and State Law:* Notwithstanding any provision to the contrary herein, this Franchise is subject to and shall be governed by all applicable provisions of federal and state law as it may be amended, including but not limited to the Communications Act.

2.8. *No Waiver:*

2.8.1. The failure of the LFA on one or more occasions to exercise a right under this Franchise, the Cable Law, or other applicable state or federal law, or to require compliance or performance under this Franchise, shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance of this Agreement, nor shall it excuse Franchisee from compliance or performance, unless such right or such compliance or performance has been specifically waived in writing.

2.8.2. The failure of the Franchisee on one or more occasions to exercise a right under this Franchise, the Cable Law, or other applicable state or federal law, or to require performance under this Franchise, shall not be deemed to constitute a waiver of such right or a waiver of performance of this Agreement, nor shall it excuse the LFA from performance, unless such right or such performance has been specifically waived in writing.

2.9. *Construction of Agreement:*

2.9.1. The provisions of this Franchise shall be liberally construed to effectuate their objectives.

2.9.2. Nothing herein shall be construed to limit the scope or applicability of Section 625 of the Communications Act, 47 U.S.C. § 545, as amended.

2.10. *Compliance with Federal and State Privacy Laws:* Franchisee shall comply with the privacy provisions of Section 631 of the Communications Act and all other applicable federal and state privacy laws and regulations. The parties agree that, during the term hereof, Franchisee shall not be subject to any local laws or ordinances which conflict with such applicable

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federal and/or state privacy laws, or which would impose additional or distinct requirements upon Franchisee with respect to Subscriber privacy other than those which are expressly set forth in applicable federal and/or state privacy laws.

2.11. *Police Powers:* Nothing in this Agreement shall be construed to prohibit the LFA's reasonable, necessary and lawful exercise of its police power including, without limitation, in addition to the implementation and enforcement of the provisions of this Agreement and existing applicable laws and regulations, the enactment, adoption, implementation and enforcement of such additional laws and regulations as the LFA may deem necessary in the exercise of its police power; provided, however, that such laws and regulations are reasonable, not materially in conflict with the privileges granted in this Franchise and consistent with all applicable federal and state laws, rules, regulations and orders.

2.12. *Restoration of Municipal Property:* Any municipal property damaged or destroyed shall be promptly repaired or replaced by the Franchisee and restored to pre-existing condition.

2.13. *Restoration of Subscriber Premises:* The Franchisee shall ensure that Subscriber premises are restored to pre-existing condition if damaged by the Franchisee's employees or agents in any respect in connection with the installation, repair or disconnection of Cable Service.

3. **PROVISION OF CABLE SERVICE**

3.1. *Franchise Area:*

3.1.1. *Franchise Area:* Subject to the issuance of all necessary permits by the LFA, Franchisee shall continue to offer Cable Service to all residential households of the Franchise Area and may make Cable Service available to businesses in the Franchise Area, except, in accordance with NY PSC rules and regulations: (A) for periods of Force Majeure; (B) for periods of delay caused by the LFA; (C) for periods of delay resulting from Franchisee's inability to obtain authority to access rights-of-way in the Franchise Area; (D) in areas where developments or buildings are subject to claimed exclusive arrangements with other providers; (E) in areas, developments, buildings or other residential dwelling units where Franchisee cannot gain access after good faith efforts, including, but not limited to, circumstances where Franchisee cannot access the area, development, or building by using Franchisee's existing network pathways and which would thus require the construction of new trunk, feeder, or distribution lines in accordance with NY PSC rules and regulations; (F) in areas, developments, buildings or other residential dwelling units where the provision of Cable Service is economically infeasible because such provision requires nonstandard facilities which are not available on a commercially reasonable basis, in accordance with NY PSC rules and regulations; (G) in areas where the occupied residential household density does not meet the density and other requirements set forth in Sub-Subsection 3.1.1.1. and Section 3.2; and (H) in areas, developments, buildings or other residential dwelling units that are not habitable or have not been constructed as of the Effective Date.

3.1.1.1. *Density Requirement:* Subject to 3.1.1 above, Franchisee shall make Cable Services available to residential dwelling units in all areas of the Franchise Area

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where the average density is equal to or greater than twenty-five (25) occupied residential dwelling units per mile as measured in strand footage from the nearest technically feasible point on the active FTTP Network trunk or feeder line.

3.2. *Availability of Cable Service:* Franchisee shall make Cable Service available to all residential dwelling units and may make Cable Service available to businesses within the Franchise Area in conformance with Section 3.1, and Franchisee shall not discriminate between or among any individuals in the availability of Cable Service or based upon the income in a local area. In the areas in which Franchisee shall provide Cable Service, Franchisee shall be required to connect, at Franchisee's expense, other than a standard installation charge, all residential dwelling units that are within one hundred fifty (150) feet of aerial trunk or feeder lines not otherwise already served by Franchisee's FTTP Network. Franchisee shall be allowed to recover, from a Subscriber that requests such connection, the actual costs incurred for residential dwelling unit connections that exceed one hundred fifty (150) feet or are in an area with a density of less than twenty-five (25) occupied residential dwelling units per mile and the actual costs incurred to connect any non-residential dwelling unit Subscriber, provided, however, that Franchisee may seek a waiver of any requirement that it extend service to any party requesting the same in an area with a density of less than twenty-five (25) occupied residential dwelling units per mile if such would not be possible within the limitations of economic feasibility. For underground installations, Franchisee shall charge the Subscriber Franchisee's actual costs. Such costs shall be submitted to said Subscriber in writing before installation is begun.

3.3. *Cable Service to Public Buildings:* In accordance with applicable provisions of the FCC's 2019 Third Report and Order In the Matter of Implementation of Section 621 of the Cable Act (the "621 Order"), within a reasonable period of time following the Effective Date, the Franchisee shall provide written notice to the LFA regarding the manner and process by which the parties shall implement the 621 Order's requirements regarding the provision of free or discounted Cable Service to public buildings under a franchise agreement. If there is a final determination or ruling of any agency or court having jurisdiction, after exhaustion of all appeals related thereto, reversing the 621 Order such that the provision of free or discounted Cable Service to public buildings pursuant to a cable franchise should no longer be included in the calculation of franchise fees subject to the five percent (5%) statutory cap under the Communications Act, then, subject to Section 3.1, if requested in writing by the LFA within sixty (60) days following such ruling, Franchisee shall provide, without charge within the Franchise Area, one aerial service outlet activated for Basic Service to each public school and public library, and such other buildings used for municipal purposes as may be designated by the LFA as provided in Exhibit A attached hereto; provided, however, that if it is necessary to extend Franchisee's aerial trunk or feeder lines more than five hundred (500) feet solely to provide service to any such school or public building, the LFA shall have the option either of paying Franchisee's direct costs for such aerial extension in excess of five hundred (500) feet, or of releasing Franchisee from the obligation to provide service to such school or public building. Furthermore, Franchisee shall be permitted to recover, from any school or public building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than five hundred (500) feet of drop cable; provided, however, that Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed. For underground installations, Franchisee shall charge the recipient Franchisee's actual costs. Such costs shall be

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submitted to said recipient in writing before installation is begun. Cable Service may not be resold or otherwise used in contravention of Franchisee's rights with third parties respecting programming. Equipment provided by Franchisee, if any, shall be replaced at retail rates if lost, stolen or damaged. The parties hereto agree that the exercise of any conditional obligations set forth in this Section 3.3 shall not constitute a modification or amendment of the Franchise within the meaning of Subpart 892-1 of the NY PSC rules and regulations.

3.4. *Contribution in Aid:* Notwithstanding the foregoing, Franchisee shall comply at all times with the requirements of Section 895.5 of the NY PSC rules and regulations.

4. **SYSTEM FACILITIES**

4.1. *Quality of Materials and Work:* Franchisee shall construct and maintain its System using materials of good and durable quality, and all work involved in the construction, installation, maintenance and repair of the Cable System shall be performed in a safe, thorough and reliable manner.

4.2. *System Characteristics:* During the term hereof Franchisee's Cable System shall meet or exceed the following requirements:

4.2.1. The System shall be operated with an initial digital carrier passband between 50 and 860 MHz and shall provide for a minimum channel capacity of not less than 77 channels on the Effective Date.

4.2.2. The System shall be operated to be an active two-way plant for subscriber interaction, if any, required for the selection or use of Cable Service.

4.3. *Interconnection:* The Franchisee shall operate its Cable System so that it may be interconnected with other cable systems in the Franchise Area. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods.

4.4. *Emergency Alert System:* Franchisee shall comply with the Emergency Alert System ("EAS") requirements of the FCC and applicable state and local EAS Plans, in order that emergency messages may be distributed over the System.

5. **PEG SERVICES**

5.1. *PEG Set Aside:*

5.1.1. In order to ensure universal availability of public, educational and government programming, Franchisee shall provide capacity on its Basic Service tier for up to one (1) dedicated Public Access Channel, one (1) dedicated Educational Access Channel, and up to one (1) dedicated Government Access Channel (collectively, "PEG Channels").

5.1.2. The LFA hereby authorizes Franchisee to transmit such PEG channel programming within and without LFA jurisdictional boundaries. Franchisee specifically reserves the right to make or change channel assignments in its sole discretion. If a PEG Channel

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provided under this Article is not being utilized by the LFA, Franchisee may utilize such PEG Channel, in its sole discretion, until such time as the LFA elects to utilize the PEG Channel for its intended purpose. In the event that the LFA determines to use PEG capacity, the LFA shall provide Franchisee with prior written notice of such request in accordance with NY PSC rules and regulations.

5.1.3. Franchisee shall provide the technical ability to play back pre-recorded programming provided to Franchisee consistent with this Section. Franchisee shall transmit programming consistent with the dedicated uses of PEG Access Channels. Franchisee shall comply at all times with the requirements of Section 895.4 of the NY PSC rules and regulations.

5.2. *PEG Access Interconnection:*

5.2.1. The Franchisee shall continue to connect to equipment owned by the LFA and/or the PEG Access Designee at Tappan Zee High School, 15 Dutch Hill Road, Orangeburg, NY 10962 and Town Hall, 26 Orangeburg Road, Orangeburg, NY 10962 (the "Interconnection Sites"). The LFA or, if designated by the LFA in writing to Franchisee, the PEG Access Designee, shall be required to pay Franchisee for all costs associated with: (i) any equipment upgrade where the need for the upgrade is initiated by the LFA or PEG Access Designee; (ii) relocating any connection where the need for relocation is initiated by the LFA or PEG Access Designee; (iii) re-installing and/or replacing any connection at an existing location where the need for such re-installation and/or replacement is initiated by the LFA or PEG Access Designee; or (iv) installing any new connection if initiated by the LFA or PEG Access Designee; provided, however, that LFA and/or PEG Access Designee responsibility for the foregoing costs is subject to the LFA's express written consent, and subject further to Franchisee's prior disclosure of such costs and prior consent to same by the LFA or PEG Access Designee.

5.2.2. The demarcation point between the Franchisee's signal processing equipment (which the Franchisee shall own, install and maintain) and the LFA's PEG equipment shall be at the output of the LFA's signal processing equipment at the Interconnection Sites. The LFA and/or the PEG Access Designee shall be solely responsible for operating its switching equipment and the picture and audio quality of all PEG access programming up to the demarcation point and for ensuring all PEG access programming is inserted on the appropriate upstream PEG Access Channel. All PEG access programming shall be transmitted to the Franchisee in baseband, SD-SDI format, or HD-SDI format with either mono or stereo audio signals, and with signals received by Franchisee in stereo cablecast by Franchisee in stereo. Notwithstanding the foregoing, the Franchisee shall not be obligated to provide the LFA or PEG Access Designee with either cablecast equipment and facilities or the personnel responsible for maintaining and operating equipment and facilities on the LFA's side of the demarcation point and used to generate or administer any PEG access signals, except as necessary to implement the Franchisee's responsibilities specified herein. The LFA and the Franchisee shall work together in good faith to resolve any connection issues. If the LFA issues a franchise to, or renews a franchise with, a competing VSP, the competing VSP may not connect its system to Franchisee's System for the purposes of obtaining PEG access programming from the PEG Access Channels transmitted on Franchisee's System without Franchisee's prior written consent.

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5.2.3. If Franchisee makes changes to the Cable System that require improvements to the access facilities or equipment in order to permit the PEG access equipment and facilities to continue to be used as they were intended under the terms of this Agreement, then Franchisee shall, without charge to the LFA, make such changes in either the equipment and facilities referred to in Subsection 5.2.3 or in the Franchisee's video channel aggregation point and distribution equipment and facilities in order to permit the continuation of such intended use.

5.3. *PEG Grant:* **[TO BE DISCUSSED]**

5.4. *Indemnity for PEG:* The LFA shall require all local producers and users of any of the PEG facilities or Channels to agree in writing to authorize Franchisee to transmit programming consistent with this Agreement and to defend and hold harmless Franchisee and the LFA from and against any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity, which result from the use of a PEG facility or Channel. The LFA shall establish rules and regulations for use of PEG facilities, consistent with, and as required by, 47 U.S.C. §531.

5.5. *Recovery of Costs Recovery of Costs:* Consistent with applicable law, Franchisee shall be permitted to externalize, line-item, or otherwise pass-through to Subscribers the costs of the PEG Grant and other costs arising from the provision of PEG services, interconnection and any other franchise-related costs and to include such costs as separately billed line items on each Subscriber's bill.

5.6. *No PEG Access Designee Rights:* The LFA and the Franchisee herein acknowledge and agree that any PEG Access Designee is not a party to this Franchise and that any provisions herein that may affect a PEG Access Designee are not intended to create any rights on behalf of any PEG Access Designee.

6. **FRANCHISE FEES**

6.1. *Payment to LFA:* Franchisee shall pay to the LFA a Franchise Fee of five percent (5%) of annual Gross Revenue (the "Franchise Fee"). In accordance with Title VI, the twelve (12) month period applicable under the Franchise for the computation of the Franchise Fee shall be a calendar year. Such payments shall be made no later than forty-five (45) days following the end of each calendar quarter. Franchisee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall be refunded any payments that were incorrectly submitted, in connection with the quarterly Franchise Fee remittances within ninety (90) days following the close of the calendar year for which such payments were applicable. Late payments for Franchise Fees shall be subject to interest at the then-current rate set forth in Section 5004 of Article 50 of the New York Civil Practice Law and Rules (which as of the date of execution of this Agreement is nine percent (9%) per annum) from the due date to the date that such payment is made.

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6.2. *Supporting Information:* Each Franchise Fee payment shall be accompanied by a brief report prepared by a representative of Franchisee showing the basis for the computation. Subject to the confidentiality requirements of Section 7.1 and the audit requirements under Section 6.3 of this Franchise, the Franchisee shall be responsible for making available to the LFA for inspection and audit, all records necessary to confirm the accurate payment of Franchise Fees, whether the records are held by the Franchisee, an Affiliate, or any other entity that collects or receives funds related to the Franchisee's Cable Services operation in the Franchise Area subject to the payment of Franchise Fees under this Agreement, including, by way of illustration and not limitation, any entity that sells advertising on the Franchisee's behalf.

6.3. *Audit:*

6.3.1. LFA may conduct an audit related to the Franchise Fee payments required under this Agreement no more than once every three (3) years during the term. Any audit shall be initiated through written notice to Franchisee by LFA, and LFA or auditor employed by LFA shall submit its complete request for records within one (1) month of LFA providing written notice of an audit. Subject to the confidentiality provisions of Section 7.1, and execution of a non-disclosure agreement with an auditor directly employed by LFA, all records necessary for an audit shall be made available by Franchisee to LFA or its auditor for inspection at an office of Franchisee.

6.3.2. Any such audit conducted by LFA or auditor employed by the LFA shall be completed in an expeditious and timely manner. If upon completion of the audit, LFA does not make a claim for additional payments, then LFA shall provide Franchisee with written documentation of closure of the audit.

6.3.3. If the results of an audit indicate an overpayment or underpayment of Franchise Fees, as indicated in a report to be provided by the auditor to Franchisee, the parties agree that such overpayment or underpayment shall be returned to the proper party within sixty (60) days of written notice.

6.3.4. All audits must be conducted by an independent third party that is a Certified Public Accountant.

6.3.5. LFA shall not be entitled to audit Franchisee until LFA also requires that all cable operators providing Cable Service in the Franchise Area are audited under terms that are substantially similar to the provisions of this section.

6.4. *Limitation on Franchise Fee Actions:* The parties agree that the period of limitation for recovery of any Franchise Fee payable hereunder shall be six (6) years from the date on which payment by Franchisee is due, but cannot exceed the date of records retention reflected in Section 7.

6.5. *Bundled Services:* If Cable Services subject to the Franchise Fee required under this Article 6 are provided to Subscribers in conjunction with Non-Cable Services, then the calculation of Gross Revenues shall be adjusted, if needed, to include only the value of the Cable

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Services billed to Subscribers, as reflected on the books and records of the Franchisee in accordance with FCC rules, regulations, standards or orders.

7. REPORTS AND RECORDS

7.1. *Open Books and Records*: Upon reasonable written notice to the Franchisee and with no less than thirty (30) business days written notice to the Franchisee, the LFA shall have the right to inspect Franchisee's books and records pertaining to the operation of the Cable System or Franchisee's provision of Cable Service in the Franchise Area at any time during Franchisee's regular business hours and on a nondisruptive basis, as are reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section or subsection of the Franchise which is under review, so that Franchisee may organize the necessary books and records for appropriate access by the LFA. Franchisee shall make the necessary books and records available for such inspection at a mutually agreed upon location. Franchisee shall not be required to maintain any books and records for Franchise compliance purposes longer than five (5) years. Notwithstanding anything to the contrary set forth herein, Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Franchise Area. Subject to the requirements of the New York Freedom of Information Law ("FOIL"), the LFA shall treat any information disclosed by Franchisee as confidential under Section 87(2)(d) of the New York Public Officers Law, and shall disclose it only to employees, representatives, and agents thereof who have a need to know and who agree to maintain the confidentiality of all such information, or only as necessary in order to enforce the provisions hereof. For purposes of this Section, "proprietary or confidential" information includes, but is not limited to: information related to the Cable System design; trade secrets; Subscriber lists; marketing plans; financial information unrelated to the calculation of Franchise Fees; or other information that is reasonably determined by the Franchisee to be competitively sensitive. If the LFA receives a request under FOIL or similar law for the disclosure of information that Franchisee has designated as confidential, trade secret or proprietary, the LFA shall notify Franchisee of such request and cooperate with Franchisee to enforce the provisions of this paragraph to the fullest extent permitted by law. LFA shall not make public disclosure of such information if it is exempt from mandatory disclosure under FOIL or unless required by court order. Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. §551.

7.2. *Records Required*: Franchisee shall at all times maintain:

7.2.1. Records of all written complaints for a period of five (5) years after receipt by Franchisee. The term "complaint" as used herein refers to complaints about any aspect of the Cable System or Franchisee's cable operations, including, without limitation, complaints about employee courtesy. Complaints recorded will not be limited to complaints requiring an employee service call;

7.2.2. Records of outages for a period of five (5) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

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7.2.3. Records of service calls for repair and maintenance for a period of five (5) years after resolution by Franchisee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

7.2.4. Records of installation/reconnection and requests for service extension for a period of five (5) years after the request was fulfilled by Franchisee, indicating the date of request, date of acknowledgment, and the date and time service was extended; and

7.2.5. A map showing the area of coverage for the provisioning of Cable Services.

7.3. *System-Wide Statistics:* Any valid reporting requirement in the Franchise may be satisfied with system-wide statistics, except those related to Franchise Fees and consumer complaints.

8. **INSURANCE AND INDEMNIFICATION**

8.1. *Insurance:*

8.1.1. Franchisee shall maintain in full force and effect, at its own cost and expense, during the Franchise term, the following insurance coverage:

8.1.1.1. Commercial General Liability Insurance in the amount of five million dollars (\$5,000,000) per occurrence for property damage and bodily injury. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of Franchisee's Cable Service business in the LFA.

8.1.1.2. Commercial Automobile Liability Insurance in the amount of five million dollars (\$5,000,000) combined single limit each accident for bodily injury and property damage coverage.

8.1.1.3. Workers' Compensation Insurance meeting all legal requirements of the State of New York and Employers' Liability Insurance in the following amounts: (A) Bodily Injury by Accident: \$100,000; and (B) Bodily Injury by Disease: \$100,000 employee limit; \$500,000 disease-policy limit.

8.1.1.4. Excess/Umbrella coverage of two million dollars (\$2,000,000) providing coverage above the primary commercial general liability, commercial automobile liability and employer's liability insurance required herein.

8.1.2. The LFA shall be included as an additional insured as their interest may appear under this Agreement on the Commercial General Liability and Commercial Automobile Liability policies.

8.1.3. Upon receipt of notice from its insurer, Franchisee shall provide LFA with thirty (30) days' prior written notice of such cancellation of any required coverage

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8.1.4. Each of the required insurance policies shall be with insurers qualified to do business in the State of New York, with an A-VII or better rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition.

8.1.5. Upon written request, Franchisee shall deliver to the LFA Certificates of Insurance showing evidence of the required coverage.

8.1.6. The policy amounts and limits required herein are not intended, and shall not be, construed to constitute a limitation on Franchisee's liability in connection with any claim, including a claim of indemnification..

8.2. *Indemnification:*

8.2.1. Franchisee agrees to indemnify the LFA for, and hold it harmless from, all liability, damage, cost or expense arising from claims of injury to persons or damage to property occasioned by reason of any conduct undertaken pursuant to the Franchise, provided that the LFA shall give Franchisee reasonable written notice of a claim or action for which it seeks indemnification pursuant to this Subsection; and in any event the LFA shall provide Franchisee with such written notice within a period of time that allows Franchisee to take action to avoid entry of a default judgment and does not prejudice Franchisee's ability to defend the claim or action. Notwithstanding the foregoing, Franchisee shall not indemnify the LFA for any damages, liability or claims resulting from the willful misconduct or negligence of the LFA, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any activity or function conducted by any Person other than Franchisee, its officers, agents, employees, attorneys, consultants, independent contractors in connection with PEG Access or EAS.

8.2.2. With respect to Franchisee's indemnity obligations set forth in Subsection 8.2.1, Franchisee shall provide the defense of any claims brought against the LFA by selecting counsel of Franchisee's choice to defend the claim, subject to the consent of the LFA, which shall not be unreasonably withheld. Nothing herein shall be deemed to prevent the LFA from cooperating with the Franchisee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the LFA, Franchisee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Franchisee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such proposed settlement includes the release of the LFA and the LFA does not consent to the terms of any such settlement or compromise, Franchisee shall not settle the claim or action but its obligation to indemnify the LFA shall in no event exceed the amount of such settlement.

8.2.3. The LFA shall be responsible for its own acts of willful misconduct, negligence, or breach, subject to any and all defenses and limitations of liability provided by law. The Franchisee shall not be required to indemnify the LFA for acts of the LFA which constitute willful misconduct or negligence on the part of the LFA, its officers, employees, agents, attorneys, consultants, independent contractors or third parties.

9. **TRANSFER OF FRANCHISE**

Subject to Section 617 of the Communications Act, 47 U.S.C. §537, as amended, no Transfer of the Franchise shall occur without the prior consent of the LFA, provided that such consent shall not be unreasonably withheld, delayed or conditioned. In considering an application for the Transfer of the Franchise, the LFA may consider the applicant's: (i) technical ability; (ii) financial ability; (iii) good character; and (iv) other qualifications necessary to continue to operate the Cable System consistent with the terms of the Franchise. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Franchisee in the Franchise or Cable System in order to secure indebtedness, or for transactions otherwise excluded under Section 1.30 above.

10. **RENEWAL OF FRANCHISE**

10.1. *Governing Law:* The LFA and Franchisee agree that any proceedings undertaken by the LFA that relate to the renewal of this Franchise shall be governed by and comply with the provisions of Section 12.12 below, the Cable Law and Section 626 of the Communications Act, 47 U.S.C. §546, as amended.

10.2. *Needs Assessment:* In addition to the procedures set forth in Section 626 of the Communications Act, the LFA shall notify Franchisee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of Franchisee under the then current Franchise term. Such assessments shall be provided to Franchisee by the LFA promptly so that Franchisee will have adequate time to submit a proposal under 47 U.S.C. §546 and complete renewal of the Franchise prior to expiration of its term.

10.3. *Informal Negotiations:* Notwithstanding anything to the contrary set forth herein, Franchisee and the LFA agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the LFA and Franchisee may agree to undertake informal negotiations regarding renewal of the then current Franchise and the LFA may grant a renewal thereof.

10.4. *Consistent Terms:* Franchisee and the LFA consider the terms set forth in this Article 10 to be consistent with the express provisions of Section 626 of the Communications Act and the Cable Law.

11. **ENFORCEMENT AND TERMINATION OF FRANCHISE**

11.1. *Notice of Violation:* If at any time the LFA believes that Franchisee has not complied with the terms of the Franchise, the LFA shall informally discuss the matter with Franchisee. If these discussions do not lead to resolution of the problem in a reasonable time, the LFA shall then notify Franchisee in writing of the exact nature of the alleged noncompliance in a reasonable time (for purposes of this Article, the "Noncompliance Notice").

11.2. *Franchisee's Right to Cure or Respond:* Franchisee shall have sixty (60) days from receipt of the Noncompliance Notice to: (i) respond to the LFA, if Franchisee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the

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event that, by its nature, such noncompliance cannot be cured within such sixty (60) day period, initiate reasonable steps to timely remedy such noncompliance and notify the LFA of the steps being taken and the date by which Franchisee projects that it will complete cure of such noncompliance. Upon cure of any noncompliance, the LFA shall provide written confirmation that such cure has been effected.

11.3. *Public Hearing:* The LFA shall schedule a public hearing if the LFA seeks to continue its investigation into the alleged noncompliance (i) if Franchisee fails to respond to the Noncompliance Notice pursuant to the procedures required by this Article, or (ii) if Franchisee has not remedied the alleged noncompliance within sixty (60) days or the date projected pursuant to Section 11.2(iii) above. The LFA shall provide Franchisee at least sixty (60) calendar days prior written notice of such public hearing, which will specify the time, place and purpose of such public hearing, and provide Franchisee the opportunity to be heard.

11.4. *Enforcement:* Subject to Section 12.12 below and applicable federal and state law, in the event the LFA, after the public hearing set forth in Section 11.3, determines that Franchisee is in default of any provision of this Franchise, the LFA may:

11.4.1. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

11.4.2. Commence an action at law for monetary damages or seek other equitable relief; or

11.4.3. In the case of a substantial noncompliance with a material provision of this Franchise, seek to revoke the Franchise in accordance with Section 11.5.

11.5. *Revocation:* Should the LFA seek to revoke this Franchise after following the procedures set forth above in this Article, including the public hearing described in Section 11.3, the LFA shall give written notice to Franchisee of such intent. The notice shall set forth the specific nature of the noncompliance. The Franchisee shall have ninety (90) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the LFA has not received a satisfactory response from Franchisee, it may then seek termination of the Franchise at a second public hearing. The LFA shall cause to be served upon the Franchisee, at least thirty (30) business days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

11.5.1. At the designated public hearing, Franchisee shall be provided a fair opportunity for full participation, including the rights to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the LFA, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. A complete verbatim record and transcript shall be made of such hearing.

11.5.2. Following the second public hearing, Franchisee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the LFA in writing and thereafter the LFA shall determine (i) whether an event of default has occurred under this

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Franchise; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by the Franchisee. The LFA shall also determine whether it will revoke the Franchise based on the information presented, or, where applicable, grant additional time to the Franchisee to effect any cure. If the LFA determines that it will revoke the Franchise, the LFA shall promptly provide Franchisee with a written determination setting forth the LFA's reasoning for such revocation. Franchisee may appeal such written determination of the LFA to an appropriate court, which shall have the power to review the decision of the LFA *de novo*. Franchisee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Franchisee's receipt of the written determination of the LFA.

11.5.3. The LFA may, at its sole discretion, take any lawful action that it deems appropriate to enforce the LFA's rights under the Franchise in lieu of revocation of the Franchise.

11.6. *Abandonment of Service*: Franchisee shall not abandon any Cable Service or portion thereof without the LFA's prior written consent as provided in the Cable Law.

12. **MISCELLANEOUS PROVISIONS**

12.1. *Actions of Parties*: In any action by the LFA or Franchisee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

12.2. *Binding Acceptance*: This Agreement shall bind and benefit the parties hereto and their respective receivers, trustees, successors and assigns, and the promises and obligations herein shall survive the expiration date hereof subject to NY PSC rules and regulations.

12.3. *Preemption*: In the event that federal or state law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, the provision shall be read to be preempted to the extent, and for the time, but only to the extent and for the time, required by law. In the event such federal or state law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the LFA.

12.4. *Force Majeure*: Franchisee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure; provided, however, that in the event of a Force Majeure, the time specified for performance of Franchisee's obligations hereunder shall extend for such reasonable time thereafter as may be agreed by the LFA and Franchisee.

12.4.1. Furthermore, the parties hereby agree that it is not the LFA's intention to subject Franchisee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal

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negative impact on Subscribers, or where strict performance would result in practical difficulties and hardship being placed upon Franchisee that outweigh the benefit to be derived by the LFA and/or Subscribers.

12.5. *Delivery of Payments:* Franchisee may use electronic funds transfer to make any payments to the LFA required under this Agreement

12.6. *Notices:* Unless otherwise expressly stated herein, notices required under the Franchise shall be mailed first class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party.

12.6.1. Notices to Franchisee shall be mailed to:

Verizon
1300 I Street NW
Washington, DC 20005
Attention: Tonya Rutherford, VP and Deputy General Counsel

12.6.2. Notices to the LFA shall be mailed to:

Town Supervisor
Town of Orangetown
Town Hall
26 Orangeburg Road
Orangeburg, New York 10962

12.6.3. with a copy to:

Town Attorney
Town of Orangetown
Town Hall
26 Orangeburg Road
Orangeburg, New York 10962

12.7. *Entire Agreement:* This Franchise and the Exhibits hereto constitute the entire agreement between Franchisee and the LFA and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof. Any local laws or parts of local laws that materially conflict with the provisions of this Agreement are superseded by this Agreement.

12.8. *Amendments and Modifications:* Amendments and/or modifications to this Franchise shall be mutually agreed to in writing by the parties and subject to the approval of the NY PSC pursuant to the Cable Law, except as provided herein.

12.9. *Captions:* The captions and headings of articles and sections throughout this Agreement are intended solely to facilitate reading and reference to the articles, sections and

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provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

12.10. *Severability*: If any section, subsection, sub-subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

12.11. *Recitals*: The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

12.12. *FTTP Network Transfer Prohibition*: Under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of the Franchise or any other action to forbid or disallow Franchisee from providing Cable Services, shall Franchisee or its assignees be required to sell any right, title, interest, use or control of any portion of Franchisee's FTTP Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the LFA or any third party. Franchisee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, denial of renewal or any other action to forbid or disallow Franchisee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or PEG requirements set out in this Agreement.

12.13. *NY PSC Approval*: This Franchise is subject to the approval of the NY PSC. Franchisee shall file an application for such approval with the NY PSC within sixty (60) days after the date hereof. Franchisee shall also file any necessary notices with the FCC.

12.14. *Rates and Charges*: The rates and charges for Cable Service provided pursuant to this Franchise shall be subject to regulation in accordance with federal law.

12.15. *Publishing Information*: LFA hereby requests that Franchisee omit publishing information specified in 47 C.F.R. §76.952 from Subscriber bills.

12.16. *Employment Practices*: Franchisee will not refuse to hire, nor will it bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, color, national origin, or sex.

12.17. *Customer Service*: Franchisee shall comply with the consumer protection and customer service standards set forth in Parts 890 and 896 of the NY PSC rules and regulations.

12.18. *Performance Review*:

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12.18.1. The LFA may conduct a performance review related to Franchisee's performance of its obligations under this Agreement no more than once every three (3) years during the term. Any performance review shall be initiated through written notice to Franchisee by the LFA and the LFA or consultant employed by the LFA shall submit its complete request for records within one (1) month of the LFA providing written notice of a performance review. Subject to the confidentiality provisions of Section 7.1 and execution of a non-disclosure agreement with a consultant directly employed by the LFA, all records necessary for any such performance review shall be made available by Franchisee to the LFA or its consultant for inspection at an office of Franchisee.

12.18.2. The LFA shall not be entitled to conduct a performance review of Franchisee until the LFA also requires that all cable operators providing Cable Service in the Franchise Area are subject to a performance review under terms that are substantially similar to the provisions of this article.

12.19. *No Third Party Beneficiaries:* Except as expressly provided in this Agreement, this Agreement is not intended to, and does not, create any rights or benefits on behalf of any Person other than the parties to this Agreement.

12.20. *LFA Official:* The Supervisor of the LFA is the LFA official that is responsible for the continuing administration of this Agreement.

12.21. *No Waiver of LFA's Rights:* Notwithstanding anything to the contrary in this Agreement, no provision of this Agreement shall be construed as a waiver of the LFA's rights under applicable federal and state law.

12.22 *Counterparts:* This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Further, this Agreement may be executed by facsimile, email, electronic signature or other electronic means, and so executed shall have the full force and legal effect as an executed original of this Agreement.

[SIGNATURE PAGE FOLLOWS]

VERIZON PROPRIETARY & CONFIDENTIAL DRAFT 10/8/21

AGREED TO THIS ____ DAY OF _____, 2021.

LFA:

TOWN OF ORANGETOWN

By: _____

Title:

FRANCHISEE:

VERIZON NEW YORK INC.

By: _____

Title:

Approved as to Form:

Verizon Law Department

Date: _____

SIGNATURE PAGE

Orangetown/Verizon New York Inc.

Franchise Renewal Agreement/October, 2021

EXHIBITS

Exhibit A: Municipal Buildings to be Provided Free Cable Service (Subject to Section 3.3)

Exhibit List

Orangetown/Verizon New York Inc.
Franchise Renewal Agreement/October, 2021

EXHIBIT A
MUNICIPAL BUILDINGS TO BE PROVIDED FREE CABLE SERVICE
(Subject to Section 3.3)

Pearl River School District
District Administration Offices 845/ 620-3900
275 East Central Avenue
Pearl River, NY 10965

Evans Park Elementary School 845/ 620-3950
40 Marion Place
Pearl River, New York 10965

Franklin Avenue Elementary School 845/ 620-3965
48 Franklin Avenue
Pearl River, New York 10965

Lincoln Avenue Elementary School 845/ 620-3850
115 Lincoln Avenue
Pearl River, New York 10965

Nauraushaun School 845/ 620-3864
664 Orangeburg Road
Pearl River, New York 10965

Pearl River High School 845/ 620-3800
275 East Central Avenue
Pearl River, New York 10965

Pearl River Middle School 845/ 620-3870
520 Gilbert Avenue
Pearl River, New York 10965

So. Orangetown Central School District 845/680-1000
Central Administration
160 Wan Wyck
Blauvelt, NY 10913

Palisades Children's Enrichment Center 845/398-22
680 Oak Tree Road
Palisades, NY 10964

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William O. Schaefer Elementary 845/ 680-1300
140 Lester Drive
Tappan, NY 10983

S. O. Early Childhood Program 845/ 680-1300
at W.O. Schaefer
140 Lester Drive
Tappan, NY 10983

Cottage Lane Elementary 845/ 680-1500
120 Cottage Lane
Blauvelt, NY 10913

Tappan Zee Elementary 845/ 680-1400
561 Route 9W
Piermont, NY 10976

South Orangetown Middle School 845/ 680-1100
160 Wan Wyck
Blauvelt, NY 10913

Tappan Zee High School 845/ 680-1600
15 Dutch Hill Road
Orangeburg, NY 10962

Blauvelt Volunteer Fire Co.
548 Western Highway
Blauvelt, NY 10913-1344

Orangeburg Fire Department
61 Dutch Hill Rd
Orangeburg, New York 10962

Orangeburg Volunteer Fire Assn.
23 Greenbush Road
Orangeburg, New York 10962

Pearl River Fire District
58 East Central Ave.
Pearl River, New York 10965

Excelsior Fire Engine Co.
1 Mike Kernan Drive
Pearl River, New York 10965

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John Paulding Engine Co. #1

P.O. Box 164 520 Route 340
Sparkill, New York 10976

Tappan Fire Department

300 Western Highway, PO Box 525
Tappan, New York 10983

Volunteer Fire Assn. of Tappan

123 Washington Street
Tappan, New York 10983

Pearl River Alumni Ambulance Corps

3 North Main Street
Pearl River, NY 10965

Rockland Paramedic Services Medic 21

141 Blaisdell Road
Orangeburg, NY 10962

South Orangetown Ambulance Corps

70 Independence Avenue
Tappan, NY 10983

Blauvelt Free Library

86 South Western Highway
Blauvelt, New York 10913

Orangeburg Library

Old Greenbush Road
Orangeburg, New York 10962

Palisades Free Library

Closter Road
Palisades, New York 10964

Pearl River Public Library

80 Franklin Avenue
Pearl River, New York 10965

Tappan Library

93 Main Street
Tappan, New York 10983

VERIZON PROPRIETARY & CONFIDENTIAL DRAFT 10/8/21

Town Hall 845/ 359-5100
26 Orangeburg Road
Orangeburg, NY 10962

Orangetown Police Department 845/ 359-3700
26 Orangeburg Road
Orangeburg, NY 10962

Police Booth
East Main and East Central Avenue
Pearl River, NY 10962

Building Department 845/ 359-8410
20 Greenbush Road
Orangeburg, NY 10962

Fire Prevention Services 845/ 359-8410
20 Greenbush Road
Orangeburg, NY 10962

Highway Department 845/ 359-6500
119 Route 303
Orangeburg, NY 10962

Dept. of Environmental Management & Engineering 845/ 359-6502
(to the east of the Highway Department)
119 Route 303
Orangeburg, NY 10962

Parks & Recreation 845/ 359-6503
81 Hunt Road
Orangeburg, NY 10962

Park Maintenance 845/ 359-0669
159 Hunt Road
Orangeburg, NY 10962

Blue Hill Golf Course 845/ 735-2094
285 Blue Hill Road
Pearl River, NY 10965

Broadacres Golf Course 845/ 359-8218
140 Old Orangeburg Road
Orangeburg, NY 10962

VERIZON PROPRIETARY & CONFIDENTIAL DRAFT 10/8/21

Orangetown Historical Museum 845/ 735-0429
213 Blue Hill Road
Pearl River, NY

Orangetown Historical Museum
Blaisdell Road and Veterans Highway
Pearl River, NY 10965



November 12, 2021

Supervisor Teresa Kenny
and Members of the Town Board
Town of Orangetown
Town Hall
26 Orangeburg Road
Orangeburg, New York 10962

Dear Supervisor Kenny and Members of the Town Board:

This letter sets forth our understanding of the terms and objectives of our engagement, and the nature and scope of the services we will provide to the Town of Orangetown (the "Town").

Prior to the commencement of our audit(s) we may not know if an audit performed in accordance with the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards ("Uniform Guidance") is required. Consequently, this letter includes the words "if applicable" next to relevant single audit communication requirements.

Audit scope and objectives

We will audit the Town's statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund and the aggregate remaining fund information and the disclosures, which collectively comprise the basic financial statements of the Town as of and for the years ended December 31, 2021 and 2022 and issue our report thereon as soon as reasonably possible after completion of our work. We will also audit the financial statements of the Justice Court on the basis prescribed by New York State for the years then ended December 31, 2021 and 2022.

Accounting standards generally accepted in the United States of America ("US GAAS") provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A"), to supplement the Town's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town's RSI in accordance with US GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by US GAAP and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Schedule of Changes in Total OPEB Liability and Related Ratios
- Schedules of Contributions and Proportionate Share of the Net Pension Liability

PKF O'CONNOR DAVIES, LLP
500 Mamaroneck Avenue, Harrison, NY 10528 | Tel: 914.381.8900 | Fax: 914.381.8910 | www.pkfod.com

PKF O'Connor Davies, LLP is a member firm of the PKF International Limited network of legally independent firms and does not accept any responsibility or liability for the actions or inactions on the part of any other individual member firm or firms.

We have also been engaged to report on supplementary information other than the RSI that accompanies the Town's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with US GAAS , and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- Combining and Individual Fund Financial Statements and Schedules
- Schedule of Expenditures of Federal Awards (if applicable)

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- Introductory section of the Annual Comprehensive Financial Report
- Statistical section of the Annual Comprehensive Financial Report

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct the audit in accordance with US GAAS, the standards for financial audits contained in Government Auditing Standards ("GAGAS") issued by the Comptroller General of the United States (if applicable), and the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"), and will include tests of accounting records, a determination of major programs in accordance with Uniform Guidance (if applicable), and other procedures we consider necessary to enable us to express such opinions and to render the required reports. As part of an audit in accordance with US GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. The aforementioned standards require that we obtain reasonable, rather than absolute, assurance that the financial statements are free of material misstatement, whether caused by error or fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the Town's or to acts by management or employees acting on behalf of the Town. Because the determination of abuse is subjective, GAGAS do not expect auditors to provide reasonable assurance of detecting abuse. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the

underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may exist and not be detected by us even though the audit is properly planned and performed in accordance with U.S. generally accepted accounting principles ("US GAAS") and GAGAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements and on those programs we have determined to be major programs (if applicable). However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting or misappropriation of assets and any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit (if applicable). We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also include, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

If our opinion on either the financial statements or the Single Audit compliance (if applicable) is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion(s), we may decline to express an opinion or decline to issue a report as a result of the engagement.

In making our risk assessments, we consider internal control relevant to the Town's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to GAGAS (if applicable). An audit is also not designed to identify significant deficiencies or material weaknesses. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control and other internal control related matters relevant to the audit of the financial statements that we have identified during the audit, as required by US GAAS, GAGAS and Uniform Guidance (if applicable).

The reports on internal control and compliance (if applicable) will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (2) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide

an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (3) that the report is an integral part of an audit performed in accordance with GAGAS in considering internal control over financial reporting and compliance and Uniform Guidance in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form (if applicable) that summarize our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audit.

We will also communicate with those charged with governance any (a) fraud involving senior management and other fraud that causes a material misstatement of the financial statements; (b) violations of laws or governmental regulations that come to our attention (unless they are clearly inconsequential); (c) disagreements with management and other serious difficulties encountered in performing the audit; and, (d) various matters related to the Town's accounting policies and financial statements.

Audit Procedures – Internal Control

We will obtain an understanding of the Town and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements and the supplementary information, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards

The objective for our audit also includes reporting on:

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with GAGAS.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with Uniform Guidance, Audits of States, Local Governments and Non-Profit Organizations (if applicable).

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to GAGAS.

Uniform Guidance (if applicable) requires that we also plan and perform the audit to obtain reasonable assurance about whether the Town has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "Uniform Guidance Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the Town's major programs. The purpose of these procedures will be to express an opinion on the Town's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to Uniform Guidance. As required by Uniform Guidance, we will also perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to prevent or detect material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Uniform Guidance.

Reporting

We will issue a written report upon completion of our audit of the Town's financial statements and written reports required with audits performed in accordance with GAGAS and the Uniform Guidance (if applicable). Our reports will be addressed to management or those charged with governance of the Town. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

Other Services

We will also prepare the financial statements of Town in conformity with accounting principles generally accepted in the United States of America based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements, including all disclosures, RSI and supplementary information, in conformity with accounting principles generally accepted in the United States of America.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for

the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements and supplementary information to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Management's responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the RSI and supplementary information in accordance with US GAAP; (2) you believe the RSI and supplementary information, including its form and content, is fairly presented in accordance with US GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the RSI and supplementary information.

Management is responsible for management decisions and assuming all management responsibilities; for designating an individual with suitable skill, knowledge, and/or experience to oversee *financial statement preparation* or other non-attest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of Uniform Guidance (if applicable). As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards (if applicable), and related notes. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. You are responsible for making all management decisions and assuming all management responsibilities relating to the financial statements, schedule of expenditures of federal awards and related notes, and for accepting full responsibility for such decisions.

In order to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements, management is responsible for establishing and maintaining effective internal control, including internal control over compliance, and for evaluating and monitoring ongoing activities.

Management's responsibilities also include identifying any significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the Town involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Town received in communications from employees, former employees, grantors, regulators or others. In addition, you are

responsible for identifying and ensuring that the Town complies with applicable laws, regulations, contracts, agreements and grants and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report. Additionally, as required by Uniform Guidance (if applicable), it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the audit objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. The Town is also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

It is expected that all or a majority of the audit will be conducted remotely. Management is responsible for ensuring that all electronically provided documents and records are complete and accurate reproductions of the original documents and records. For any part of the engagement performed on premises, management is responsible for ensuring that all applicable safeguards are in place in accordance with Centers for Disease Control guidance and any state and local regulations and guidelines. PKF O'Connor Davies holds the right to not perform work onsite if we consider the onsite conditions unsafe for any reason. Management, in coordination with PKF O'Connor Davies, is responsible to arrange for alternative methods for audit procedures that must be performed on the Company's or a third-party's premises.

At the conclusion of the engagement, we will request from management written confirmation concerning representations made to us in connection with the audit. The representation letter, among other things, will confirm management's responsibility for: (1) the preparation of the financial statements in conformity with US GAAP, (2) the availability of financial records and related data, and (3) the completeness and availability of all minutes of board meetings. Management's representation letter will further confirm that: (1) the effects of any uncorrected misstatements aggregated by us during the engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole, and (2) we have been informed of, or that there were no incidences of, fraud involving management or those employees who have significant roles in the Town's internal control. You will also be required to acknowledge in the management representation letter, when applicable, our assistance with preparation of the financial statements and related schedules, RSI and the schedule of expenditures of federal awards (if applicable) and that you have reviewed and approved the financial statements, aforementioned schedules and RSI, and related notes prior to their issuance and have accepted responsibility for them. We will place reliance on these representations in issuing our report.

In the event that we become obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, as a direct or indirect result of an intentional, knowing or reckless misrepresentation or provision to us of inaccurate or incomplete information by the Town or, any elected official, member of management or employee thereof in connection with this engagement, and not any failure on our part to comply with professional standards, you agree to indemnify us against such obligations.

To the best of your knowledge, you are unaware of any facts which might impair our independence with respect to this engagement.

The financial statements are the property of the Town and can be reproduced and distributed as management desires. However, you must notify us in advance and obtain our approval if you intend to make reference to our firm in a document that includes our auditors' report on the financial statements. Because our engagement does not contemplate the foregoing, there may be an additional fee in

connection with our review of any such documents. In the event our auditor/client relationship has been terminated when the Town seeks such consent, we will be under no obligation to grant such consent or approval.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

We understand that your accounting department personnel will assist us to the extent practicable in completing the audit. They will provide us with detailed trial balances, supporting schedules, and other information we deem necessary. A list of these schedules and other items of information will be furnished to you before we begin the audit. The timely and accurate completion of this information is an essential condition to our completion of the audit and the issuance of the audit report.

We keep documents related to this engagement in accordance with our records retention policy and applicable regulations or for any additional period requested by the applicable cognizant agency. If we are aware that a federal awarding agency or the Town is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation. We do not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

As part of our engagement, we may propose standard, adjusting, or correcting journal entries to your financial statements. Management, however, has final responsibility for reviewing the proposed entries and understanding the nature and impact of the proposed entries to the financial statements. It is our understanding that management has designated qualified individuals with the necessary expertise to be responsible and accountable for overseeing the acceptance and processing of such journal entries.

Non-reliance on oral advice

It is our policy to put all advice on which a client intends to rely in writing. We believe that is necessary to avoid confusion and to make clear the specific nature and limitations of our advice. You should not rely on any advice that has not been put in writing by our firm after a full supervisory review.

Electronic and other communication

During the course of the engagement, we may communicate with you or with Town personnel via fax or e-mail. You should be aware that communication in those media may be unsafe to use and contains a risk of misdirection and/or interception by unintended third parties, or failed delivery or receipt. In that regard, you agree that we shall have no liability for any loss or damage to any person or Town resulting from the use of e-mail or other electronic transmissions, including any consequential, incidental, direct, indirect or special damages.

Access to working papers

During the course of this engagement, we will develop files of various documents, schedules and other related engagement information known as our working papers. As we are sure you can appreciate, these working papers may contain confidential information and our firm's proprietary data. You understand and agree that these working papers are, and will remain, our exclusive property. Except as discussed below, any requests for access to our working papers will be discussed with you before making them available to requesting parties:

- (1) Our firm, as well as other accounting firms, participates in a peer review program covering our audit and accounting practices. This program requires that once every three years we subject our system of quality control to an examination by another accounting firm. As part of this process, the other firm will review a sample of our work. It is possible that the work we perform for you may be selected for review. If it is, the other firm is bound by professional standards to keep all information confidential.
- (2) We may be requested to make certain working papers available to regulators pursuant to authority given to them by law, regulation or subpoena. Such regulators may include (i) a federal agency providing direct or indirect funding or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities; (ii) the American Institute of Certified Public Accountants; and (iii) the State Board of Accountancy. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to them. The regulator may intend, or decide, to distribute the photocopies or information contained therein to others, including other government agencies.

Fees and billing

The components of our fees for each of the next two years are detailed below:

	<u>2021</u>	<u>2022</u>
Basic fee* (inclusive of travel expenses pertaining to audit) inclusive of the Audit Meetings and Justice Court audit	<u>\$ 100,900</u>	<u>\$ 102,900</u>

* We are proposing a modest fee increase of approximately 2% per annum, due to the cost increases for health benefits and other increased operating expenses.

The Town generally does not spend in excess of \$750,000 in Federal assistance. However, in the event that the Town exceeds the limit, a Single Audit will be required pursuant to Uniform Guidance. We estimate our fees for the compliance audit will be \$3,000 - \$7,500 per program. Furthermore, the audit and compliance requirements for the American Rescue Plan Act grants are not currently available. Therefore, we are unable to determine the impact of grant funding on the amount of Single Audit testing required. We will provide you an estimate, as soon as information is available.

The fee is based on anticipated cooperation from your personnel, audit condition of the books and records and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Our fees for these services are due and payable under the payment schedule which follows. Invoices for additional amounts that may be incurred for these and other services will be rendered as such work progresses and are payable upon presentation.

<u>Payments will be due</u>	<u>Percentage</u>
Upon completion of our audit field work	75%
Upon submission of the final report and management letter	25%
	<u>100%</u>

Our hourly rates for any additional services for the initial year of the engagement are detailed below. This rate will increase by 2% each year in the subsequent years.

<u>Hourly Rate for Professional Services</u>	
* Senior Partner	\$ 300
** Partner	290
** Senior Manager	230
** Manager	200
** Supervisor	175
** Senior Accountant	155
** Staff Accountant	135

* Represents a discount from standard rate of \$395

** Represents a 20% discount from standard rates

Liability

Any and all claims by the Town arising under this engagement must be commenced by the Town within one year following the date on which our firm delivered our report on the financial statements associated with this engagement, or the date the Town is informed of the engagement's termination in the event our report is not delivered, for any reason.

You agree to indemnify our firm, its partners, principals and employees, to the fullest extent permitted by law for any expense, including compensation for our time at our standard billing rates and reimbursement for our out-of-pocket expenses and reasonable attorneys' fees, incurred in complying with or responding to any request (by subpoena or otherwise) for testimony, documents or other information concerning the Town by any governmental agency or investigative body or by a party in any litigation or dispute other than litigation or disputes involving claims by the Town against the firm. This indemnification will survive termination of this engagement.

Dispute resolution

Any claim or controversy ("dispute") arising out of or relating to this engagement, the services provided thereunder, or any other services provided by or on behalf of the firm or any of its subcontractors or agents to the Town or at its request (including any dispute involving any person or Town for whose benefit the services in question are or were provided), shall first be submitted in good faith for mediation administered by the American Arbitration Association ("AAA") under its Mediation Rules. Each party shall bear its own costs in the mediation. Absent an agreement to the contrary, the fees and expenses of the mediator shall be shared equally by the parties.

If the dispute is not resolved by mediation within 90 days of its submission to the mediator, then, and only then, the parties shall submit the dispute for arbitration administered by the American Arbitration

Association under its Professional Accounting and Related Services Dispute Resolution Rules (the "Rules"). The arbitration will be conducted before a single arbitrator selected from the AAA's Panel of Accounting Professionals and Attorneys and shall take place in New York, New York.

Any discovery sought in connection with the arbitration must be expressly approved by the arbitrator upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential. The parties and the arbitrator may disclose the existence, content or result of the arbitration only as expressly provided by the Rules.

The arbitrator shall issue his or her final award in a written and reasoned decision to be provided to each party. In his or her decision, the arbitrator will declare one party the prevailing party. The arbitrator shall have the power to award to the prevailing party reasonable legal fees associated with the arbitration and prior mediation. The arbitrator shall have no authority to award non-monetary or equitable relief of any sort. The arbitrator shall not have authority to award damages that are punitive in nature, or that are not measured by the prevailing party's actual compensatory loss.

The award reached as a result of the arbitration will be binding on the parties and confirmation of the arbitration award may be sought in any court having jurisdiction.

This engagement will be governed by the laws of the State of New York, without giving effect to any provisions relating to conflict of laws that would require the laws of another jurisdiction to apply.

Hosting services

In order to maintain our independence in accordance with the AICPA's Code of Professional Conduct, we cannot host or maintain any client information. You are expected to retain all financial and non-financial information including anything you upload to a portal and are responsible for downloading and retaining anything we upload in a timely manner. Portals are only meant as a method of transferring data, are not intended for the storage of client information, and may be deleted at any time. You are expected to maintain control over your accounting systems to include the licensing of applications and the hosting of said applications and data. We do not provide electronic security or back-up services for any of your data or records. Giving us access to your accounting system does not make us hosts of information contained within.

Employment of firm partner or professional employee

The Town acknowledges that hiring current or former PKF O'Connor Davies personnel participating in the engagement may be perceived as compromising our objectivity, and depending on the applicable professional standards, impairing our independence in certain circumstances. Accordingly, prior to entering into any employment discussions, with such known individuals, you agree to discuss the potential employment, including any applicable independence ramifications, with the engagement partner responsible for the services.

In addition, during the term of this Engagement Letter and for a period of one (1) year after the services are completed, we both agree not to solicit, directly or indirectly, or hire the other's personnel participating in the engagement without express written consent. If this provision is violated, the violating party will pay the other party a fee equal to the hired person's annual salary in effect at the time of the violation to reimburse the estimated costs of hiring and training replacement personnel.

Confirmation and other

Robert Daniele is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

GAGAS require that we provide you with a copy of our most recent external peer review report, and any subsequent peer review reports received during the period of the contract. Our latest peer review report accompanies this letter.

We will provide copies of our reports to the Town; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Our audit engagement for each year ends on delivery of our audit report covering that year. Requests for services other than those included in this engagement letter will be agreed upon separately.

All rights and obligations set forth herein shall become the rights and obligations of any successor firm to PKF O'Connor Davies, LLP by way of merger, acquisition or otherwise.

If this letter correctly expresses your understanding of the terms of our engagement, including our respective responsibilities, please sign the enclosed copy where indicated and return it to us.

We are pleased to have this opportunity to serve you.

Very truly yours,

PKF O'Connor Davies, LLP

PKF O'Connor Davies, LLP

/Enc.

The services and terms described in the foregoing letter are in accordance with our requirements and are acceptable to us.

TOWN OF ORANGETOWN, NEW YORK

BY: _____

TITLE: _____

DATE: _____

PKF O'Connor Davies, LLP is a member firm of the PKF International Limited network of legally independent firms and does not accept any responsibility or liability for the actions or inactions on the part of any other individual member firm or firms.

* * *

NYStretch Energy Code — 2020

**An Overlay of the 2018 International Energy
Conservation Code and ASHRAE Standard 90.1-2016**

Version 1.0 | July 2019



PREFACE

The NYStretch Energy Code 2020 project was undertaken by NYSERDA to develop a pivotal tool for New York jurisdictions to support the State’s energy and climate goals by accelerating the savings obtained through their local building energy codes. Authorities having jurisdiction have the legal ability to voluntarily adopt NYStretch-Energy.

The NYStretch Code was developed as a statewide model code to save more energy than New York’s minimum code and to be readily adopted as a more stringent local standard to the ECCCNY. It was developed with the following goals:

- Technically sound
- Thoroughly reviewed by stakeholders
- Written in code enforceable language
- Fully consistent with the 2018 IECC, ASHRAE 90.1-2016, and uniform codes

For communities that adopt it, the NYStretch Code will provide greater savings over the ECCCNY for both residential and commercial buildings.

Marginal Markings

Solid vertical lines in the margins of Parts 1, 2, and 3 indicate a technical change from the requirements of 2018 IECC and ASHRAE 90.1-2016. Black, right-facing arrows in the left-hand margin indicate a deletion from the requirements.

Unaffected Provisions

The chapters, sections, tables, and other provisions in the 2018 IECC and ASHRAE 90.1-2016 not amended by NYStretch Code shall continue in full force and effect. Nothing in the NYStretch Code shall be construed as deleting all or part of any unaffected provision.

Severability

If any portion of the NYStretch Energy Code 2020, the 2018 IECC or ASHRAE 90.1-2016 is held by a court of a competent jurisdiction to be illegal or void, such holding shall not affect the validity of any other portion of the NYStretch Code, the 2018 IECC or ASHRAE 90.1-2016

Implied license / Use of NYStretch

While a jurisdiction may adopt one or both of the Commercial and Residential provisions, it is NYSERDA’s desire, but not a rule, that the NYStretch be adopted as written. Changes to or deletions of the provisions contained herein may affect energy savings, cost savings, and enforceability. Jurisdictions are encouraged to contact NYSERDA codes@nyserda.ny.gov before considering any changes to the NYStretch.

DISCLAIMER

Version 1 of NYStretch Energy Code-2020 (NYStretch) is an overlay of the 2018 International Energy Conservation Code (2018 IECC) and ASHRAE Standard 90.1-2016 (ASHRAE). It does not reflect changes the New York State Fire Prevention and Code Council may adopt for the 2020 New York State Energy Conservation Construction Code (2020 NYS ECCC). Visit <https://www.dos.ny.gov/DCEA/CodeUpdate.html> for updates on the 2020 NYS ECCC.

Furthermore this version of NYStretch does not contain changes to it that New York City may adopt for the 2020 Energy Conservation Code of New York City (2020 ECC NYC). Visit <https://www1.nyc.gov/site/buildings/codes/energy-conservation-code.page> for updates on the 2020 ECC NYC.

It is NYSERDA's intent to release a version of NYStretch that will overlay the 2020 NYS ECCC upon release of that code by New York State Department of State.

Stringency of NYStretch

NYSERDA recognizes that there are differentials between the requirements of the IECC and ASHRAE paths in NYStretch. It is NYSERDA's intent to create two separate inclusive code books, one for the IECC paths and another for the ASHRAE paths and find and correct the differentials between those code provisions such that they are consistent with the intent and stringency of NYStretch. Until that time, where there is a differential between the paths, the more stringent of the requirements will prevail.

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David Heslam	Michelle Tinner
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Joseph Hitt	Don Winston
Emily Hoffman	Jian Zhang

International Code Council, Inc.

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PART 1

1 Amendments to 2018 International Energy Conservation Construction Code Commercial Provisions

1.1 Amendments to Section C401.2 Application

C401.2 Application. *Commercial buildings* shall comply with one of the following compliance paths:

1. ASHRAE Compliance Path (prescriptive): The requirements of ASHRAE 90.1-2016 (as amended) Section 4.2.1.1(a). The building shall also comply with the following:
 - a. The *building thermal envelope* opaque assembly requirements of Section C402.1.4.
EXCEPTION: *Semi-heated spaces* in compliance with ASHRAE 90.1-2016 (as amended) are not required to comply with Section C402.1.4.
 - b. The *fenestration* requirements of Section C402.4.
EXCEPTION: Semi-heated spaces in compliance with ASHRAE 90.1-2016 (as amended) are not required to comply with Section C402.4.3.
 - c. The interior and exterior lighting power allowance requirements of Section C405.3.2 and Section C405.4.2, respectively.
 - d. The requirements of Section C406 and tenant spaces shall comply with the requirements of Section C406.1.1.
 - e. The requirements of Section C408 (note: in lieu of Section C408.4, the requirements of 5.9.2 prevail) and, if mandated by local ordinance, Appendix CC.
2. ASHRAE Compliance Path (Section 11): The requirements of ASHRAE 90.1-2016 (as amended) Section 4.2.1.1(b). The building shall also comply with Section C408 (note: in lieu of Section C408.4, the requirements of 5.9.2 prevail) and, if mandated by local ordinance, Appendix CC.
3. ASHRAE Compliance Path (Appendix G): The requirements of ASHRAE 90.1-2016 (as amended) 4.2.2.1(c). The building shall also comply with Section C408 (note: in lieu of Section C408.4, the requirements of 5.9.2 prevail) and, if mandated by local ordinance, Appendix CC.
4. Prescriptive Compliance Path: The requirements of Sections C402 through C406 and C408, and, if mandated by local ordinance, Appendix CC.

1.2 Amendments to Section C402.1 General (Prescriptive)

C402.1 General (Prescriptive). Building thermal envelope assemblies for buildings that are intended to comply with the code on a prescriptive basis in accordance with the compliance path described in Item 4 of Section C401.2, shall comply with the following:

NYStretch Energy Code 2020

Part 1 – Amendments to 2018 IECC Commercial Provisions

1

1. The opaque portions of the building thermal envelope shall comply with the specific insulation requirements of Section C402.2 and the thermal requirements of the *U-, C- and F-factor*-based method of Section C402.1.4, or the component performance alternative of section C402.1.5.
2. Roof solar reflectance and thermal emittance shall comply with Section C402.3.
3. Fenestration in building envelope assemblies shall comply with Section C402.4.
4. Air leakage of building envelope assemblies shall comply with Section C402.5.

Alternatively, where buildings have a *vertical fenestration* area or skylight area exceeding that allowed in Section C402.4, the building and building thermal envelope shall comply with Section C401.2, Item 1 or Section C401.2, Item 2 or Section C401.2, Item 3.

Walk-in coolers, walk-in freezers, refrigerated warehouse coolers and refrigerated warehouse freezers shall comply with Section C403.10.1 or C403.10.2.

1.3 Replace Section C402.1.3 Insulation Component R-Value-Based Method

C402.1.3 (Reserved for jurisdictions choosing to allow the provisions of Appendix CB)

1.4 Amendments to Table C402.1.4 Opaque Thermal Envelope Assembly Maximum Requirements: U-Factor Method

**Table C402.1.4
Opaque Thermal Envelope Assembly Maximum Requirements, U-Factor Method^{a,b}**

CLIMATE ZONE	4		5		6	
	All other	Group R	All other	Group R	All other	Group R
Roofs						
Insulation Entirely above roof deck	U-0.030	U-0.030	U-0.030	U-0.030	U-0.029	U-0.029
Metal buildings	U-0.035	U-0.035	U-0.035	U-0.035	U-0.028	U-0.026
Attic and other	U-0.020	U-0.020	U-0.020	U-0.020	U-0.019	U-0.019
Walls, above grade						
Mass ^e	U-0.099	U-0.086	U-0.086	U-0.076	U-0.076	U-0.067
Metal building	U-0.048	U-0.048	U-0.048	U-0.048	U-0.048	U-0.048
Metal framed	U-0.061	U-0.061	U-0.052	U-0.052	U-0.047	U-0.044
Wood framed and other ^c	U-0.061	U-0.061	U-0.048	U-0.048	U-0.048	U-0.046
Walls, below grade						
Below-grade wall ^c	C-0.119	C-0.092	C-0.119	C-0.092	C-0.092	C-0.063
Floors						
Mass ^d	U-0.057	U-0.051	U-0.057	U-0.051	U-0.051	U-0.051
Joist/framing	U-0.033	U-0.033	U-0.033	U-0.033	U-0.027 ^f	U-0.027 ^f
Slab-on-grade floors						
Unheated slabs	F-0.52	F-0.52	F-0.52	F-0.51	F-0.51	F-0.434
Heated slabs	F-0.63	F-0.63	F-0.63	F-0.63	F-0.63	F-0.63
Opaque doors						
Swinging	U-0.50	U-0.50	U-0.37	U-0.37	U-0.37	U-0.37
Garage door <14% glazing	U-0.31	U-0.31	U-0.31	U-0.31	U-0.31	U-0.31

For SI: 1 inch = 25.4 mm, 1 pound per square foot = 4.88 kg/m², 1 pound per cubic foot = 16 kg/m³.
ci = Continuous insulation, NR = No Requirement, LS = Liner System.

- a. Where assembly U-factors, C-factors, and F-factors are established in ANSI/ASHRAE/IESNA 90.1 Appendix A, such opaque assemblies shall be a compliance alternative where those values meet the criteria of this table, and provided that the construction, excluding the cladding system on walls, complies with the appropriate construction details from ANSI/ASHRAE/ISNEA 90.1 Appendix A.
- b. Where U-factors have been established by testing in accordance with ASTM C1363, such opaque assemblies shall be a compliance alternative where those values meet the criteria of this table. The R-value of continuous insulation shall be permitted to be added to or subtracted from the original tested design.
- c. Where heated slabs are below grade, below-grade walls shall comply with the U-factor requirements for above-grade mass walls.
- d. "Mass floors" shall be in accordance with Section C402.2.3.
- e. "Mass walls" shall be in accordance with Section C402.2.2.

1.5 Addition of New Section C402.1.4.2 Thermal Resistance of Mechanical Equipment Penetrations (Mandatory)

C402.1.4.2 Thermal resistance of mechanical equipment penetrations (Mandatory). When the total area of penetrations from mechanical equipment listed in Table C403.2.3(3) exceeds 1 percent of the opaque above-grade wall area, the mechanical equipment penetration area shall be calculated as a separate wall assembly with a default U-factor of 0.5.

Exception: Where mechanical equipment has been tested in accordance with testing standards approved by the authority having jurisdiction, the mechanical equipment penetration area may be calculated as a separate wall assembly with the U-factor as determined by such test.

1.6 Amendments to Section C402.2 Specific Building Thermal Envelope Insulation Requirements (Prescriptive)

C402.2 Specific building thermal envelope insulation requirements (Prescriptive). Insulation in building thermal envelope opaque assemblies shall comply with Sections C402.2.1 through C402.2.8 and Table C402.1.4.

1.7 Addition of New Section C402.2.8 Continuous Insulation (Mandatory)

C402.2.8 Continuous insulation (Mandatory). In new construction, structural elements of balconies and parapets that penetrate the *building thermal envelope*, shall comply with one of the following:

1. Structural elements penetrating the *building thermal envelope* shall be insulated with *continuous insulation* having a minimum thermal resistance of R-3.
2. Structural elements of penetrations of the *building thermal envelope* shall incorporate a minimum R-3 thermal break where the structural element penetrates the *building thermal envelope*.

1.8 Amendments to Section C402.4
 Fenestration (Prescriptive)

C402.4 Fenestration (Prescriptive). Fenestration shall comply with Sections C402.4.1 through C402.4.5 and Table C402.4. Daylight responsive controls shall comply with this section and Section C405.2.3.

1.9 Amendments to Table C402.4
 Building Envelope Fenestration Maximum U-Factor and SHGC Requirements

Table C402.4
Building Envelope Fenestration Maximum U-Factor and SHGC Requirements

CLIMATE ZONE	4	5	6
Vertical Fenestration			
U-Factor			
Fixed fenestration	0.36	0.36	0.34
Operable fenestration	0.43	0.43	0.41
All other vertical fenestration			
All fenestration	0.30	0.27	0.27
Entrance doors	0.77	0.77	0.77
SHGC			
PF < 0.2	0.36	0.38	0.40
0.2 ≤ PF < 0.5	0.43	0.46	0.48
PF ≥ 0.5	0.58	0.61	0.64
Skylights			
U-Factor	0.48	0.48	0.48
SHGC	0.38	0.38	0.38
PF = Projection Factor.			
a. U-factor and SHGC shall be rated in accordance with NFRC 100.			

1.10 Amendments to Section C402.5
 Air Leakage--Thermal Envelope (Mandatory)

C402.5 Air leakage--thermal envelope (Mandatory). The *thermal envelope* of buildings shall comply with Section C402.5.9 or shall comply with Sections C402.5.1 through C402.5.8 and C408.4. New buildings not less than 25,000 square feet and not greater than 50,000 square feet, and less than or equal to 75 feet in height, shall show compliance through testing in accordance with Section C402.5.9.

1.11 Addition of New Section C402.5.9.
 Air Barrier Testing

C402.5.9 Air Barrier Testing. The *building thermal envelope* shall be tested in accordance with ASTM E779 at a pressure differential of 0.3 inch water gauge (75 Pa) or an equivalent method approved by the code official and shall be deemed to comply with the provisions of this section when the tested air leakage rate of the building thermal envelope is not greater than 0.40 cfm/ft² (2.0 L/s * m²). Where the

compliance is based on such testing, the building shall also comply with Sections C402.5.5, C402.5.6, and C402.5.7. A report that includes the tested surface area, floor area, air by volume, stories above grade, and leakage rates shall be submitted to the code official and the building owner.

1.12 Amendments to Section C403.7.4 Energy Recovery Ventilation Systems (Mandatory)

C403.7.4 Energy recovery ventilation systems (Mandatory). Where the supply airflow rate of a fan system exceeds the values specified in Tables C403.7.4(1) and C403.7.4(2), the system shall include an energy recovery ventilation system. The energy recovery ventilation system shall be configured to provide a change in the enthalpy of the outdoor air supply of not less than 50 percent of the difference between the outdoor air and return air enthalpies, at design conditions. Where an air economizer is required, the energy recovery ventilation system shall include a bypass or controls that permit operation of the economizer as required by Section C403.5.

Exception: An energy recovery ventilation system shall not be required in any of the following conditions:

1. Where energy recovery systems are prohibited by the *International Mechanical Code*.
2. Laboratory fume hood systems that include not fewer than one of the following features:
 - 2.1 Variable-air-volume hood exhaust and room supply systems configured to reduce exhaust and makeup air volume to 50 percent or less of design values.
 - 2.2 Direct makeup (auxiliary) air supply equal to or greater than 75 percent of the exhaust rate, heated not warmer than 2°F (1.1°C) above room setpoint, cooled to not cooler than 3°F (1.7°C) below room setpoint, with no humidification added, and no simultaneous heating and cooling used for dehumidification control.
3. Systems serving spaces that are heated to less than 60°F (15.5°C) and that are not cooled.
4. Where more than 60 percent of the outdoor heating energy is provided from site-recovered or site-solar energy.
5. Heating energy recovery in Climate Zones 1 and 2.
6. Cooling energy recovery in Climate Zones 3C, 4C, 5B, 5C, 6B, 7, and 8.
7. Systems requiring dehumidification that employ energy recovery in series with the cooling coil.
8. Where the largest source of air exhausted at a single location at the building exterior is less than 75 percent of the design ventilation outdoor air flow rate. Multiple exhaust fans or outlets located within a 30-foot radius from the *outdoor air* supply unit shall be considered a single exhaust location.
9. Systems expected to operate less than 20 hours per week at the *outdoor air* percentage covered by Table C403.7.4(1).
10. Systems exhausting toxic, flammable, paint or corrosive fumes, or dust.
11. Commercial kitchen hoods used for collecting and removing grease vapors and smoke.

1.13 Amendments to Section C403.8.1 Allowable Fan Horsepower

C403.8.1 Allowable fan horsepower (Mandatory). Each HVAC system having a total fan system motor nameplate horsepower exceeding 5 hp (3.7 kW) at fan system design conditions shall not exceed the allowable *fan system motor nameplate hp* (Option 1) or *fan system bhp* (Option 2) shown in Table C403.8.1(1). This includes supply fans, exhaust fans, return/relief fans, and fan-powered terminal units associated with systems providing heating or cooling capability. Single-zone variable air volume systems shall comply with the constant volume fan power limitation.

Exceptions:

1. Hospital, vivarium and laboratory systems that utilize flow control devices on exhaust or return to maintain space pressure relationships necessary for occupant health and safety or environmental control shall be permitted to use variable volume fan power limitation.
2. Individual exhaust fans with motor nameplate horsepower of 1 hp (0.746 kW) or less are exempt from the allowable fan horsepower requirement.
3. Fans supplying air to active chilled beams.

1.14 Amendments to Table C403.8.1(1) Fan Power Limitation

**Table C403.8.1(1)
Fan Power Limitation**

	Limit	Constant volume	Variable volume
Option 1: Fan system motor nameplate hp	Allowable nameplate motor hp	$hp \leq CFM_s * 0.0009$	$hp \leq CFM_s * 0.0011$
Option 2: Fan system bhp	Allowable fan system bhp	$bhp \leq CFM_s \times 0.00088 + A$	$bhp \leq CFM_s \times 0.0010 + A$
For SI: 1 bhp = 735.5 W, 1 hp = 745.5 W, 1 cfm = 0.4719 L/S Where: CFM_s = The maximum design supply airflow rate to conditioned spaces served by the system in cubic feet per minute. hp = The maximum combined motor nameplate horsepower. bhp = The maximum combined fan brake horsepower. A = Sum of $[PD \times CFM_d / 4131]$ Where: PD = Each applicable pressure drop adjustment from Table C403.8.1 (2) in. w.c. CFM_d = The design airflow through each applicable device from Table C403.8.1(2) in cubic feet per minute.			

1.15 Amendments to Section C405.2.1 Occupant Sensor Controls

C405.2.1 Occupant sensor controls. Occupant *sensor controls* shall be installed to control lights in the following space types:

1. Classrooms/lecture/training rooms.
2. Conference/meeting/multipurpose rooms.

3. Copy/print rooms.
4. Corridor/transition areas.
5. Dining areas.
6. Lounges/breakrooms.
7. Enclosed offices.
8. Open plan office areas.
9. Restrooms.
10. Storage rooms.
11. Locker rooms.
12. Other spaces 300 square feet (28 m²) or less that are enclosed by floor-to-ceiling height partitions.
13. Warehouse storage areas.

1.16 Addition of New Section C405.2.1.4 Occupant Sensor Control Function for Egress Illumination

C405.2.1.4 Occupant sensor control function for egress illumination. In new buildings, luminaires serving the exit access and providing means of egress illumination required by Section 1008.1 of the *International Building Code*, including luminaires that function as both normal and emergency means of egress illumination shall be controlled by a combination of listed emergency relay and occupancy sensors, or signal from another building control system that automatically reduces the lighting power by 50 percent when unoccupied for longer than 15 minutes.

Exceptions:

1. Means of egress illumination serving the exit access that does not exceed 0.02 watts per square foot of building area is exempt from this requirement.
2. Emergency lighting designated to meet Section 1008.3 of the *International Building Code*.

1.17 Amendments to Section C405.2.3 Daylight Responsive Controls

C405.2.3 Daylight responsive controls. *Daylight-responsive controls* complying with Section C405.2.3.1 shall be provided to control the electric lights within *daylight zones* in the following spaces:

1. Spaces with a total of more than 100 watts of general lighting within sidelit zones complying with Section C405.2.3.2. General lighting does not include lighting that is required to have specific application control in accordance with Section C405.2.4.
2. Spaces with a total of more than 100 watts of general lighting within toplit zones complying with Section C405.2.3.3.

Exceptions: Daylight responsive controls are not required for the following:

1. Spaces in health care facilities where patient care is directly provided.

2. Lighting that is required to have specific application control in accordance with Section C405.2.4.
3. Sidelit zones on the first floor above grade in Group A-2 and Group M occupancies.
4. New buildings where the total connected lighting power calculated in accordance with Section C405.3.1 is not greater than the adjusted interior lighting power allowance (LPA_{adj}) calculated in accordance with Equation 4-9:

$$LPA_{adj} = [LPA_{norm} \times (1.0 - 0.4 \times UDZFA / TBFA)] \quad \text{(Equation 4-9)}$$

Where:

LPA_{adj} = Adjusted building interior lighting power allowance in watts.

LPA_{norm} = Normal building lighting power allowance in watts calculated in accordance with Section C405.3.2 and reduced in accordance with Section C406.3 where Option 2 of Section C406.1 is used to comply with the requirements of Section C406.

UDZFA = Uncontrolled daylight zone floor area is the sum of all sidelit and toplit zones, calculated in accordance with Sections C405.2.3.2 and C405.2.3.3, that do not have daylight responsive controls.

TBFA = Total building floor area is the sum of all floor areas included in the lighting power allowance calculation in Section C405.3.2.

1.18 Amendments to Section C405.2.3.2 Sidelit Zone

C405.2.3.2 Sidelit zone. The sidelit zone is the floor area adjacent to vertical *fenestration* that complies with all of the following:

1. Where the fenestration is located in a wall, the sidelit zone shall extend laterally to the nearest full-height wall, or up to 1.0 times the height from the floor to the top of the fenestration, and longitudinally from the edge of the fenestration to the nearest full-height wall, or up to 2 feet (610 mm), whichever is less, as indicated in Figure C405.2.3.2.
2. The area of the fenestration is not less than 24 square feet (2.23 m²).
3. The distance from the fenestration to any building or geological formation that would block access to daylight is no greater than one-half of the height from the bottom of the fenestration to the top of the building or geologic formation.
4. The visible transmittance of the fenestration is not less than 0.20.

1.19 Amendments to Section C405.2.6 Exterior Lighting Controls

C405.2.6 Exterior lighting controls. Exterior lighting systems shall be provided with controls that comply with Sections C405.2.6.1 through C405.2.6.5. Decorative lighting systems shall comply with Sections C405.2.6.1, C405.2.6.2, and C405.2.6.4.

Exceptions:

1. Lighting for covered vehicle entrances and exits from buildings and parking structures where required for eye adaptation.
2. Lighting controlled from within dwelling units.

C405.2.6.1 (Daylight shutoff) is unchanged.

C405.2.6.2 (Decorative lighting shutoff) is unchanged.

C405.2.6.3 Lighting setback. Lighting not controlled in accordance with Section C405.2.6.2 shall be controlled so that the total wattage of such lighting is automatically reduced by not less than 50 percent by selectively switching off or dimming luminaires at one of the following times:

1. From not later than midnight to not earlier than 6 a.m.
2. From not later than one hour after business closing to not earlier than one hour before business opening.
3. During any time where activity has not been detected for 15 minutes or more.

C405.2.6.4 (Exterior time-switch control function) is unchanged.

1.20 Addition of New Section C405.2.6.5 Outdoor parking area lighting control

C405.2.6.5 Outdoor parking area lighting control. Outdoor parking area luminaires mounted 24' or less above the ground shall be controlled to automatically reduce the power of each luminaire by a minimum of 50 percent when no activity has been detected for at least 15 minutes. No more than 1500 W of lighting power shall be controlled together.

Exception: Outdoor parking areas with less than 1,000 watts of lighting.

1.21 Amendments to Table C405.3.2(1)
 Interior Lighting Power Allowances: Building Area Method

TABLE C405.3.2(1)
Interior Lighting Power Allowances: Building Area Method

BUILDING AREA TYPE	LPD (w/ft²)
Automotive facility	0.64
Convention center	0.70
Courthouse	0.74
Dining: bar lounge/leisure	0.69
Dining: cafeteria/fast food	0.66
Dining: family	0.61
Dormitory ^{a, b}	0.52
Exercise center	0.65
Fire station ^a	0.50
Gymnasium	0.67
Health care clinic	0.68
Hospital ^a	0.86
Hotel/motel ^{a, b}	0.70
Library	0.78
Manufacturing facility	0.60
Motion picture theater	0.62
Multifamily ^c	0.49
Museum	0.68
Office	0.69
Parking garage	0.12
Penitentiary	0.67
Performing arts theater	0.85
Police station	0.68
Post office	0.62
Religious building	0.72
Retail	0.91
School/university	0.67
Sports arena	0.76
Town hall	0.72
Transportation	0.51

TABLE C405.3.2(1)

Interior Lighting Power Allowances: Building Area Method (continued)

BUILDING AREA TYPE	LPD (w/ft²)
Warehouse	0.41
Workshop	0.83
a. Where sleeping units are excluded from lighting power calculations by application of Section R405.1, neither the area of the sleeping units nor the wattage of lighting in the sleeping units is counted.	
b. Where dwelling units are excluded from lighting power calculations by application of R405.1, neither the area of the dwelling units nor the wattage of lighting in the dwelling units is counted.	
c. Dwelling units are excluded. Neither the area of the dwelling units nor the wattage of lighting in the dwelling units is counted.	

1.22 Amendments to Table C405.3.2(2) Interior Lighting Power Allowances: Space-By-Space Method

**Table C405.3.2(2)
Interior Lighting Power Allowances: Space-by-Space Method**

COMMON SPACE TYPES ^a	LPD (w/ft²)
Atrium	
Less than 40 feet in height	0.023 per foot in total height
Greater than 40 feet in height	0.40 + 0.02 per foot in total height
Audience seating area	
In an auditorium	0.63
In a convention center	0.65
In a gymnasium	0.43
In a motion picture theater	0.64
In a penitentiary	0.28
In a performing arts theater	1.34
In a religious building	0.98
In a sports arena	0.42
Otherwise	0.40
Banking activity area	0.79
Breakroom (See Lounge/Breakroom)	
Classroom/lecture hall/training room	
In a penitentiary	1.06
Otherwise	0.74
Computer room	1.16
Conference/meeting/multipurpose room	0.93
Confinement cells	0.52
Copy/print room	0.50
Corridor	
In a facility for the visually impaired (and not used primarily by the staff) ^b	0.81
In a hospital	0.81
In a manufacturing facility	0.28
In a primary or secondary school (and not used primarily by the staff)	0.74
Otherwise	0.58
Courtroom	1.06

COMMON SPACE TYPES ^a	LPD (w/ft²)
Dining area	
In bar/lounge or leisure dining	0.62
In cafeteria or fast food dining	0.53
In a facility for the visually impaired (and not used primarily by the staff) ^b	1.48
In family dining	0.54
In a penitentiary	0.72
Otherwise	0.53
Electrical/mechanical room	0.39
Emergency vehicle garage	0.41
Food preparation area	0.92
Guestroom ^{c, d}	0.75
Laboratory	
In or as a classroom	1.04
Otherwise	1.32
Laundry/washing area	0.43
Loading dock, interior	0.51
Lobby	
For an elevator	0.52
In a facility for the visually impaired (and not used primarily by the staff) ^b	2.03
In a hotel	0.68
In a motion picture theater	0.38
In a performing arts theater	0.82
Otherwise	0.9
Locker room	0.45
Lounge/breakroom	
In a healthcare facility	0.53
Otherwise	0.44
Office	
Enclosed	0.85
Open plan	0.78
Parking area, interior ⁱ	0.11
Pharmacy area	1.23
Restroom	
In a facility for the visually impaired (and not used primarily by the staff) ^b	0.81

COMMON SPACE TYPES ^a	LPD (w/ft²)
Otherwise	0.75
Sales area	1.06
Seating area, general	0.38
Stairway (See space containing stairway)	
Stairwell	0.50
Storage room	0.43
Vehicular maintenance area	0.53
Workshop	1.09

BUILDING TYPE SPECIFIC SPACE TYPES ^a	LPD (w/ft²)
Automotive (See Vehicular Maintenance Area above)	
Convention Center—exhibit space	0.69
Dormitory—living quarters ^{c, d}	0.46
Facility for the visually impaired ^b	
In a chapel (and not used primarily by the staff)	0.89
In a recreation room (and not used primarily by the staff)	1.53
Fire Station—sleeping quarters ^c	0.19
Gymnasium/fitness center	
In an exercise area	0.50
In a playing area	0.75
Healthcare facility	
In an exam/treatment room	1.16
In an imaging room	0.98
In a medical supply room	0.54
In a nursery	0.94
In a nurse's station	0.75
In an operating room	1.87
In a patient room ^c	0.45
In a physical therapy room	0.84
In a recovery room	0.89
Library	
In a reading area	0.77
In the stacks	1.20

BUILDING TYPE SPECIFIC SPACE TYPES ^a	LPD (w/ft²)
Manufacturing facility	
In a detailed manufacturing area	0.86
In an equipment room	0.61
In an extra-high-bay area (greater than 50' floor-to-ceiling height)	0.73
In a high-bay area (25-50' floor-to-ceiling height)	0.58
In a low-bay area (less than 25' floor-to-ceiling height)	0.61
Museum	
In a general exhibition area	0.61
In a restoration room	0.77
Performing arts theater—dressing room	0.35
Post Office—Sorting Area	0.66
Religious buildings	
In a fellowship hall	0.54
In a worship/pulpit/choir area	0.98
Retail facilities	
In a dressing/fitting room	0.49
In a mall concourse	0.79
Sports arena—playing area	
For a Class I facility ^e	2.26
For a Class II facility ^f	1.45
For a Class III facility ^{g,j}	1.08
For a Class IV facility ^{h,j}	0.72
Transportation facility	
In a baggage/carousel area	0.40
In an airport concourse	0.31
At a terminal ticket counter	0.48
Warehouse—storage area	
For medium to bulky, palletized items	0.27
For smaller, hand-carried items	0.65
<p>a. In cases where both a common space type and a building area specific space type are listed, the building area specific space type shall apply.</p> <p>b. A 'Facility for the Visually Impaired' is a facility that is licensed or will be licensed by local or state authorities for senior long-term care, adult daycare, senior support or people with special visual needs.</p> <p>c. Where sleeping units are excluded from lighting power calculations by application of Section R405.1, neither the area of the sleeping units nor the wattage of lighting in the sleeping units is counted.</p>	

BUILDING TYPE SPECIFIC SPACE TYPES ^a	LPD (w/ft ²)
<ul style="list-style-type: none"> d. Where dwelling units are excluded from lighting power calculations by application of Section R405.1, neither the area of the dwelling units nor the wattage of lighting in the dwelling units is counted. e. Class I facilities consist of Professional facilities; and Semi-professional, Collegiate, or Club facilities with seating for 5,000 or more spectators. f. Class II facilities consist of Collegiate and Semi-professional facilities with seating for fewer than 5,000 spectators; Club facilities with seating for between 2,000 and 5,000 spectators; and Amateur League and High School facilities with seating for more than 2,000 spectators. g. Class III facilities consist of Club, Amateur League, and High School facilities with seating for 2,000 or fewer spectators. h. Class IV facilities consist of Elementary School and Recreational facilities, and Amateur League and High School facilities without provisions for spectators. i. The wattage of lighting in daylight transition zones and ramps without parking is excluded. j. Pool surfaces are excluded. Neither the surface area of the swimming or spa pool nor the wattage of the lighting serving them shall be counted. 	

1.23 Amendments to Table C405.4.2(2)
Lighting power allowances for building exteriors

Table C405.4.2(2)
Lighting Power Allowances for Building Exteriors

	LIGHTING ZONES			
	Zone 1	Zone 2	Zone 3	Zone 4
Base Site Allowance	350 W	400 W	500 W	900 W
Uncovered Parking Areas				
Parking areas and drives	0.03 W/ft ²	0.04 W/ft ²	0.05 W/ft ²	0.05 W/ft ²
Building Grounds				
Walkways and ramps less than 10 feet wide	0.5 W/linear foot	0.5 W/linear foot	0.6 W/linear foot	0.7 W/linear foot
Walkways and ramps 10 feet wide or greater, plaza areas special feature areas	0.10 W/ft ²	0.10 W/ft ²	0.11 W/ft ²	0.14 W/ft ²
Dining areas	0.65 W/ft ²	0.65 W/ft ²	0.75 W/ft ²	0.95 W/ft ²
Stairways	0.6 W/ft ²	0.7 W/ft ²	0.7 W/ft ²	0.7 W/ft ²
Pedestrian tunnels	0.12 W/ft ²	0.12 W/ft ²	0.14 W/ft ²	0.21 W/ft ²
Landscaping	0.03 W/ft ²	0.04 W/ft ²	0.04 W/ft ²	0.04 W/ft ²
Building Entrances and Exits				
Pedestrian and vehicular entrances and exits	12.6 W/linear foot of opening width	12.6 W/linear foot of opening width	20 W/linear foot of opening width	20 W/linear foot of opening width
Entry canopies	0.20 W/ft ²	0.25 W/ft ²	0.4 W/ft ²	0.4 W/ft ²
Loading docks	0.35 W/ft ²	0.35 W/ft ²	0.35 W/ft ²	0.35 W/ft ²
Sales Canopies				
Free-standing and attached	0.40 W/ft ²	0.40 W/ft ²	0.6 W/ft ²	0.7 W/ft ²
Outdoor Sales				
Open areas (including vehicle sales lots)	0.20 W/ft ²	0.20 W/ft ²	0.35 W/ft ²	0.50 W/ft ²
Street frontage for vehicle sales lots in addition to "open area" allowance	No allowance	7 W/linear foot	7 W/linear foot	21 W/linear foot

For SI: 1 foot = 304.8 mm, 1 watt per square foot = 1 W/0.0929 m².
W = watts

1.24 Addition of New Section C405.8.1.1
Power conversion system

C405.8.1.1 Power conversion system. New traction elevators with a rise of 75 feet or more in new buildings shall have a power conversion system that complies with Sections 405.8.1.1.1 through 405.8.1.1.3.

C405.8.1.1.1 Motor. Induction motors with a Class IE2 efficiency ratings, as defined by IEC EN 60034-30, or alternative technologies, such as permanent magnet synchronous motors that have equal or better efficiency, shall be used.

C405.8.1.1.2 Transmission. Transmissions shall not reduce the efficiency of the combined motor/transmission below that shown for the Class IE2 motor for elevators with capacities below 4,000 lbs. Gearless machines shall be assumed to have a 100 percent transmission efficiency.

C405.8.1.1.3 Drive. Potential energy released during motion shall be recovered with a regenerative drive that supplies electrical energy to the building electrical system.

1.25 Addition of New Section C405.9
Commercial Kitchen Equipment

C405.9 Commercial Kitchen Equipment. Commercial kitchen equipment shall comply with the minimum efficiency requirements of Tables C405.9(1) through table C405.9(5).

**Table C405.9(1)
Minimum Efficiency Requirements: Commercial Fryers**

	Heavy-Load Cooking Energy Efficiency	Idle Energy Rate	Test Procedure
Standard Open Deep-Fat Gas Fryers	≥ 50%	≤ 9,000 Btu/hr	ASTM Standard F1361-17
Standard Open Deep-Fat Electric Fryers	≥ 83%	≤ 800 watts	
Large Vat Open Deep-Fat Gas Fryers	≥ 50%	≤ 12,000 Btu/hr	ASTM Standard F2144-17
Large Vat Open Deep-Fat Electric Fryers	≥ 80%	≤ 1,100 watts	

Table C405.9(2)
Minimum Efficiency Requirements: Commercial Hot Food Holding Cabinets

Product Interior Volume (Cubic Feet)	Maximum Idle Energy Consumption Rate (Watts)	Test Procedure
$0 < V < 13$	$\leq 21.5 V$	ASTM Standard F2140-11
$13 \leq V < 28$	$\leq 2.0 V + 254.0$	
$28 \leq V$	$\leq 3.8 V + 203.5$	

Table C405.9(3)
Minimum Efficiency Requirements: Commercial Steam Cookers

Fuel Type	Pan Capacity	Cooking Energy Efficiency ^a	Idle Rate	Test Procedure
Electric Steam	3-pan	50%	400 watts	ASTM Standard F1484-18
	4-pan	50%	530 watts	
	5-pan	50%	670 watts	
	6-pan and larger	50%	800 watts	
Gas Steam	3-pan	38%	6,250 Btu/h	
	4-pan	38%	8,350 Btu/h	
	5-pan	38%	10,400 Btu/h	
	6-pan and larger	38%	12,500 Btu/h	

a. Cooking Energy Efficiency is based on heavy load (potato) cooking capacity

Table C405.9(4)
Minimum Efficiency Requirements: Commercial Dishwashers

Machine Type	High Temp Efficiency Requirements		Low Temp Efficiency Requirements		Test Procedure
	Idle Energy Rate ^a	Water Consumption ^b	Idle Energy Rate ^a	Water Consumption ^b	
Under Counter	≤ 0.50 kW	≤ 0.86 GPR	≤ 0.50 kW	≤ 1.19 GPR	ASTM Standard F1696-18
Stationary Single Tank Door	≤ 0.70 kW	≤ 0.89 GPR	≤ 0.60 kW	≤ 1.18 GPR	
Pot, Pan, and Utensil	≤ 1.20 kW	≤ 0.58 GPSF	≤ 1.00 kW	≤ 0.58 GPSF	
Single Tank Conveyor	≤ 1.50 kW	≤ 0.70 GPR	≤ 1.50 kW	≤ 0.79 GPR	
Multiple Tank Conveyor	≤ 2.25 kW	≤ 0.54 GPR	≤ 2.00 kW	≤ 0.54 GPR	ASTM Standard F1920-15
Single Tank Flight Type	Reported	GPH $\leq 2.975x + 55.00$	Reported	GPH $\leq 2.975x + 55.00$	
Multiple Tank Flight Type	Reported	GPH $\leq 4.96x + 17.00$	Reported	GPH $\leq 4.96x + 17.00$	

a. Idle results shall be measured with the door closed and represent the total idle energy consumed by the machine including all tank heater(s) and controls. Booster heater (internal or external) energy consumption should not be part of this measurement unless it cannot be separately monitored per US EPA Energy Star Commercial Dishwasher Specification Version 2.0.

b. GPR = gallons per rack; GPSF = gallons per square foot of rack; GPH = gallons per hour; x = sf of conveyor belt (i.e., W*L)/min (maximum conveyor speed).

Table C405.9(5)
Minimum Efficiency Requirements: Commercial Ovens

Fuel Type	Classification	Idle Rate	Cooking-Energy Efficiency, %	Test Procedure
Convection Ovens				
Gas	Full-Size	≤ 12,000 Btu/h	≥ 46	ASTM F1496 - 13
Electric	Half-Size	≤ 1.0 Btu/h	≥ 71	
	Full-Size	≤ 1.60 Btu/h		
Combination Ovens				
Gas	Steam Mode	≤ 200P ^a +6,511 Btu/h	≥ 41	ASTM F2861 - 17
	Convection Mode	≤ 150P ^a +5,425 Btu/h	≥ 56	
Electric	Steam Mode	≤ 0.133P ^a +0.6400 kW	≥ 55	
	Convection Mode	≤ 0.080P ^a +0.4989 kW	≥ 76	
Rack Ovens				
Gas	Single	≤ 25,000 Btu/h	≥ 48	ASTM F2093 - 18
	Double	≤ 30,000 Btu/h	≥ 52	

a. P = Pan Capacity: The number of steam table pans the combination oven is able to accommodate as per the ASTM F – 1495 – 05 standard specification.

1.26 Addition of New Section C405.10 Electric Vehicle Charging Station Capable

C405.10 Electric vehicle charging station capable. New parking garages and new parking lots powered by the energy services for a building, and with 10 or greater parking spaces, shall provide either:

1. Panel capacity and conduit for the future installation of minimum 208/240V 40-amp outlets for 5 percent of the total parking spaces and not less than two parking spaces; or
2. Minimum 208/240V 40-amp outlets for 5 percent of the total parking spaces and not less than two parking spaces.

1.27 Addition of New Section C405.11 Solar-Ready Zone

C405.11 Solar-ready zone (Mandatory). New *buildings* shall comply with the provisions of Appendix CA.

1.28 Addition of Section C405.12 Whole Building Energy Monitoring

C405.12 Whole building energy monitoring. Measurement devices shall be installed in new buildings to individually monitor energy use of each of the following types of energy supplied by a utility, energy provider, or plant that is not within the building:

1. Natural gas
2. Fuel oil
3. Propane
4. Steam
5. Chilled Water
6. Hot Water

Exceptions:

1. Buildings less than 25,000 square feet (2,325 m²).
2. Group R buildings with less than 10,000 square feet of common area (930 m²).
3. Fuel use for on-site emergency equipment.

1.29 Addition of Section C405.13 Whole Building Electrical Monitoring

C405.13 Whole building electrical monitoring. Each new building shall have a measurement device capable of recording electrical energy use every 60 minutes and the capability to report use on an hourly, daily, monthly, and annual basis. The measurement device shall be capable of retaining the recorded data for 36 months.

Exceptions:

1. Buildings less than 25,000 square feet (2,325 m²).
2. *Group R* buildings with less than 10,000 square feet of common area (930 m²).
3. Fuel use for on-site emergency equipment.

1.30 Replacement of Section C406.1 Requirements

C406.1 Requirements. Buildings shall comply with at least one of the following Sections.

1. More efficient HVAC equipment in accordance with Section C406.2.
2. Reduced lighting power in accordance with Section C406.3.
3. Enhanced digital lighting controls in accordance with Section C406.4.
4. Dedicated outdoor air systems with energy recovery ventilation in accordance with Section C406.5.
5. Enhanced envelope performance in accordance with Section C406.6.
6. Reduced air infiltration in accordance with Section C406.7.

1.31 Amendment to Section C406.1.1 Tenant Spaces

C406.1.1. Tenant spaces. Tenant spaces shall comply with Section C406.2, C406.3, C406.4 or C406.7. Alternatively, tenant spaces shall be in compliance with Section C406.5 or C406.6 where the entire building is in compliance.

Exception: Previously occupied tenant spaces that comply with this code using Section C501.

1.32 Replacement and Renaming of Section C406.5 On-Site Renewable Energy

C406.5 Dedicated outdoor air system. Buildings containing equipment or systems regulated by Section C403.3.4, C403.4.3, C403.4.4, C403.4.5, C403.6, C403.8.4, C403.8.5, C403.8.5.1, C403.9.1, C403.9.2, C403.9.3 or C403.9.4 shall be equipped with an independent ventilation system designed to provide not less than the minimum 100-percent outdoor air to each individual occupied space, as specified by the International Mechanical Code. The ventilation system shall be equipped with an energy recovery system meeting the requirements of Section C403.7.4, without exception (Note: C406.5 cannot be selected where ERV is prohibited by the *International Mechanical Code* or otherwise prohibited.) The HVAC system shall include supply-air temperature controls that automatically reset the supply-air temperature in response to representative building loads, or to outdoor air temperatures. The controls shall reset the supply-air temperature not less than 25 percent of the difference between the design supply-air temperature and the design room-air temperature.

1.33 Replacement and Renaming of Section C406.6 Dedicated Outdoor Air System

C406.6 Enhanced envelope performance. The thermal performance of the envelope shall demonstrate a 15 percent improvement compared to the requirements of Section C402.1.5.

1.34 Replacement and Renaming of Section C406.7 Reduced Energy Use in Service Water Heating

C406.7 Reduced air infiltration. Air infiltration shall be verified by whole building pressurization testing conducted in accordance with Section C402.5.9. The measured air leakage rate of the building envelope shall not exceed 0.25 cfm/ft² (2.0 L/s x m²) under a pressure differential of 0.3 in. water (75 Pa), with the calculated surface area being the sum of the above and below grade building envelope. A report that includes the tested surface area, floor area, air by volume, stories above grade, and leakage rates shall be submitted to the code official and the building owner.

Exception: For buildings with more than 250,000 square feet (25 000 m²) of conditioned floor area, air leakage testing need not be conducted on the whole building where testing is conducted on representative above-grade sections of the building. Tested areas shall total not less than 25 percent of the conditioned floor area and shall be tested in accordance with this section.

1.35 Replacement of Section C407 Total Building Performance

Section C407 Total Building Performance

C407.1 Scope. This section establishes criteria for compliance using total building performance. Buildings following the total building performance path must comply with ASHRAE 90.1-2016 (as amended), demonstrating compliance under Section 11 or Appendix G of such standard.

1.36 Amendments to Section C408.2 Mechanical Systems and Service Water-Heating Systems Commissioning and Completion Requirements

C408.2 Mechanical, renewable energy, and service water heating systems commissioning and completion requirements. This section is required when one of the following conditions is met:

1. The *building* is not less than 25,000 square feet (2,325 m²).
2. The total mechanical equipment capacity being installed is greater than 480,000 Btu/h (140.7 kW) cooling capacity.
3. The combined *service water-heating* and space-heating capacity is greater than 600,000 Btu/h (175.8 kW).

Prior to passing the final mechanical and plumbing inspections, the *registered design professional or approved agency* shall provide evidence of systems *commissioning* and completion in accordance with the provisions of this section.

Construction document notes shall clearly indicate provisions for *commissioning* and completion requirements in accordance with this section and are permitted to refer to specifications for further requirements. Copies of all documentation shall be given to the owner or owner's authorized agent and made available to the *code official* upon request in accordance with Sections C408.2.4 and C408.2.5.

Mechanical systems, renewable energy, and *service water heating* systems shall include, at a minimum, the following systems (mechanical and/or passive) and associated controls:

1. Heating, cooling, air handling and distribution, ventilation, and exhaust systems, and their related air quality monitoring systems.
2. Air, water, and other energy recovery systems.
3. Manual or automatic controls, whether local or remote, on energy using systems including but not limited to temperature controls, setback sequences, and occupancy-based control, including energy management functions of the building management system.
4. Plumbing, including insulation of piping and associated valves, domestic and process water pumping, and mixing systems.
5. Mechanical heating systems and service water heating systems.
6. Refrigeration systems.

7. Renewable energy and energy storage systems where installed generating capacity is not less than 25kW.
8. Other systems, equipment and components that are used for heating, cooling or ventilation, and affect energy use.

C408.2.1 Commissioning Plan is unchanged.

1.37 Amendments to Section C408.2.2 Systems Adjusting and Balancing

C408.2.2 Systems adjusting and balancing. HVAC systems shall be balanced in accordance with ANSI/ASHRAE 111, “Testing, Adjusting, and Balancing of Building HVAC Systems” or other approved engineering standards.

C408.2.2.1 Air systems balancing is unchanged.

C408.2.2.2 Hydronic systems balancing is unchanged.

1.38 Addition of New Section C408.4 Air Barrier Commissioning

C408.4 Air barrier commissioning. Prior to passing final inspection, the registered design professional or approved agent shall provide evidence of air barrier commissioning and substantial completion in accordance with the provisions of sections C408.4.1 through C408.4.3.

C408.4.1 Documentation. Construction documents shall include documentation of the continuous air barrier components included in the design and a field inspection checklist that includes all requirements necessary for maintaining air barrier continuity and durability in accordance with Section C402.5.1.

C408.4.2 Field inspections. Reports from field inspections during project construction showing compliance with continuous air barrier requirements including proper material handling and storage, use of approved materials and material substitutes, proper material and surface preparation, and air barrier continuity shall be provided to the owner and, upon request, to the code official. Air barrier continuity shall be determined by testing or inspecting each type of unique air barrier joint or seam in the building envelope for continuity and defects.

C408.4.3 Report. A final commissioning report indicating compliance with the continuous air barrier requirements shall be provided to the building owner and, upon request, to the code official.

1.39 Addition of New Section C502.2.3.1 Commissioning

C502.2.3.1 Commissioning. New heating, cooling, and duct system components that are part of the addition and the controls that serve them shall comply with Sections C408.2.2, C408.2.3 and C408.2.5.

Exception: Mechanical systems in additions where the total mechanical equipment capacity of the building is less than 480,000 Btu/h (140.7 kW) cooling capacity and 600,000 Btu/h (175.8 kW) combined service water heating and space heating capacity.

1.40 Addition of New Section C502.2.4.1 Commissioning

C502.2.4.1 Commissioning. New service hot water system components that are part of the addition and the controls that serve them shall comply with Sections C408.2.2, C408.2.3, and C408.2.5.

Exception: Service hot water systems in additions where the combined service water heating and space heating capacity of the building is less than 600,000 Btu/h (175.8 kW).

1.41 Addition of New Section C502.3 Air Barriers

C502.3 Air barriers. The thermal envelope of additions shall comply with Sections C402.5.1 through C402.5.8.

1.42 Addition of New Section C503.3.4 Air Barriers

C503.3.4 Air barriers. The thermal envelope of alterations shall comply with Sections C402.5.1 through C402.5.8.

1.43 Addition of New Section C503.4.2 Commissioning

C503.4.2 Commissioning. New heating, cooling and duct system components that are part of the alteration and the controls that serve them shall comply with Sections C408.2.2, C408.2.3, and C408.2.5.

Exceptions: Mechanical systems in alterations where the total mechanical equipment capacity of the building is less than 480,000 Btu/h (140.7 kW) cooling capacity and 600,000 Btu/h (175.8 kW) combined service water heating and space heating capacity.

1.44 Addition of New Section C503.5.1 Commissioning

C503.5.1 Commissioning. New service hot water system components that are part of the alteration and the controls that serve them shall comply with Sections C408.2.2, C408.2.3, and C408.2.5.

Exception: Service hot water systems in alterations where the combined service water heating and space heating capacity of the building is less than 600,000 Btu/h (175.8 kW).

1.45 Addition of New Appendix CB
 Rated R-value of Insulation—Commercial

Appendix CB
Rated R-Value of Insulation – Commercial

The provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance.

Section CB101
Scope

CB101.1 General. These provisions shall be applicable for new construction where an Insulation R-value based method is required.

Section CB102
Insulation Component R-Value-Based Method

CB102.1 General. The opaque portions of the building thermal envelope shall comply with the specific insulation requirements of Section C402.2 and the thermal requirements of the R-value-based method of Section CB102.2.

CB102.2 Insulation component R-value-based method. *Building thermal envelope* opaque assemblies shall comply with the requirements of Sections C402.2 and C402.4 based on the *climate zone* specified in Chapter 3. For opaque portions of the *building thermal envelope* intended to comply on an insulation component *R-value* basis, the *R-values* for insulation shall be not less than that specified in Table CB102.2. Commercial buildings or portions of commercial buildings enclosing *Group R* occupancies shall use the R values from the “*Group R*” column of Table CB102.2. Commercial buildings or portions of commercial buildings enclosing occupancies other than *Group R* shall use the *R-values* from the “All other” column of Table CB102.2.

Table CB102.2

Opaque Thermal Envelope Insulation Component Minimum Requirements, R-Value Method^{a, h}

CLIMATE ZONE	4 EXCEPT MARINE		5 AND MARINE 4		6	
	All other	Group R	All other	Group R	All other	Group R
Roofs						
Insulation Entirely above roof deck	R-33ci	R-33ci	R-33ci	R-33ci	R-33ci	R-33ci
Metal buildings ^b	R-19 + R-11 LS	R-19 + R-11 LS	R-19 + R-11 LS	R-19 + R-11 LS	R-30 + R-11 LS	R-30 + R-11 LS
Attic and other	R-53	R-53	R-53	R-53	R-53	R-53
Walls, above grade						
Mass ^f	R-11.4ci	R-13.3ci	R-13.3ci	R-15.2ci	R-15.2ci	R-15.2ci
Metal building	R-13 + R-13ci	R-13+ R-19.5ci	R-13+ R-19.5ci	R-13+ R-19.5ci	R-13+ R-19.5ci	R-13+ R-19.5ci

Metal framed	R-13 + R-8.5ci	R-13 + R-8.5ci	R-13 + R-11ci	R-13 + R-11ci	R-13+ R13.5ci	R-13+ R14.5ci
Wood framed and other	R-13 + R-4.5ci or R-19 + R-1.5ci	R-13 + R-4.5ci or R-19 + R-1.5ci	R-13 + R-9ci or R-19 + R-5ci	R-13 + R-9ci or R-19 + R-5ci	R-13 + R-9ci or R-19 + R-5ci	R-13 + R-9.5ci or R-19 + R-6ci
Walls, below grade						
Below-grade wall ^c	R-7.5ci	R-10ci	R-7.5ci	R-10ci	R-10ci	R-15ci
Floors						
Mass ^d	R-15ci	R-16.7ci	R-15ci	R-16.7ci	R-16.7ci	R-16.7ci
Joist/framing	R-30	R-30 ^e	R-30 ^e	R-30 ^e	R-38	R-38
Slab-on-grade floors						
Unheated slabs	R-15 for 24" below	R-15 for 24" below	R-15 for 24" below	R-15 for 24" below	R-15 for 24" below	R-15 for 24" below
Heated slabs ^g	R-20 for 48" below + R-5 full slab	R-20 for 48" below + R-5 full slab	R-20 for 48" below + R-5 full slab	R-20 for 48" below + R-5 full slab	R-20 for 48" below + R-5 full slab	R-20 for 48" below + R-5 full slab
Opaque doors						
Non-Swinging	R-4.75	R-4.75	R-4.75	R-4.75	R-4.75	R-4.75

For SI: 1 inch = 25.4 mm, 1 pound per square foot = 4.88 kg/m², 1 pound per cubic foot = 16 kg/m³.
ci = Continuous insulation, NR = No Requirement, LS = Liner System.

- a. Assembly descriptions can be found in ANSI/ASHRAE/IESNA Appendix A.
- b. Where using R-value compliance method, a thermal spacer block shall be provided, otherwise use the U-factor compliance method in Table C402.1.4.
- c. Where heated slabs are below grade, below-grade walls shall comply with the exterior insulation requirements for heated slabs.
- d. "Mass floors" shall be in accordance with Section C402.2.3.
- e. Steel floor joist systems shall be insulated to R-38.
- f. "Mass walls" shall be in accordance with Section C402.2.2.
- g. The first value is for perimeter insulation and the second value is for slab insulation. Perimeter insulation is not required to extend below the bottom of the slab.
- h. Not applicable to garage doors. See Table C402.1.4.

1.46 Addition of New Appendix CC Additional Power Distribution System Packages—Commercial

Appendix CC Additional power distribution system packages – Commercial

The provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance.

Section CC101 Scope

CC101.1 General. These provisions shall be applicable for new construction where additional power distribution system packages are required.

Section CC102 Additional Power Distribution System Packages

CC102.1 General (Mandatory). New buildings shall comply with at least one of the following:

1. Additional *on-site renewable energy* in accordance with Section CC102.2.
2. Electrical energy monitoring in accordance with Section CC102.3.
3. Interoperable automated demand-response (AutoDR) infrastructure in accordance with Section CC102.4.
4. Electric vehicle charging stations in accordance with Section CC102.5.
5. Automatic receptacle controls in accordance with CC102.6.

CC102.2 On-site renewable energy. The total minimum rating of *on-site renewable energy* systems shall be one of the following:

1. Not less than 1.71 Btu/hr/ft² (5.4 w/m²) or 0.50 w/ft² of conditioned floor area.
2. Not less than 3 percent of energy use within the building for mechanical, service hot water heating, and lighting regulated in Chapter 4 [CE].

CC102.3 Electrical energy monitoring. Buildings shall comply with Sections CC102.3.1 through CC102.3.4. Buildings shall be equipped to measure, monitor, record, and report electricity consumption data for each end-use category listed in Table CC102.3.1. For buildings with tenants, the end-uses in Table CC102.3.1 shall be separately monitored for the total building load and (excluding shared systems) for each individual tenant.

Exception:

1. Up to 10 percent of the load for each of the end uses shall be allowed to be from other electrical loads.
2. Individual tenant spaces that have their own utility services and meters and have less than 5,000 square feet (465 m²) of conditioned floor area.

CC102.3.1 End-use metering categories. Meters or other approved measurement devices shall be provided to collect energy use data for each end-use category specified in Table CC102.3.1. These meters shall have the capability to collect energy consumption data for the whole building or for each separately metered portion of the building. Where multiple meters are used to measure any end-use category, the data acquisition system shall total all the energy used by that category. Not more than 5 percent of the measured load for each end-use category specified in Table CC102.3.1 shall be from a load not within that category.

**TABLE CC102.3.1
ENERGY USE CATEGORIES**

LOAD CATEGORY
HVAC systems
Interior lighting
Exterior lighting
Receptacle circuits
Total electrical energy

CC102.3.2 Meters. Meters and other measurement devices required by this Section shall be configured to automatically communicate energy consumption data to the data acquisition system required by Section CC102.3.3. Source meters shall be any digital-type meter. Lighting, HVAC, and other building systems that can monitor their energy consumption shall not require meters. Current sensors are an alternative to meters, provided they have a tested accuracy of +/-2 percent. Required metering systems and equipment shall be able to provide not less than hourly data that is fully integrated into the data acquisition system and produce a graphical energy report in accordance with Sections CC102.3.3 and CC102.3.4.

CC102.3.3 Data acquisition systems. A data acquisition system shall have the capability to store data from the required meters and other sensing devices for not less than 36 months. The data acquisition system shall be able to store real-time energy consumption data and provide hourly, daily, monthly, and yearly logged data for each end-use category required by Table CC102.3.1.

CC102.3.4 Graphical energy report. A permanent reporting mechanism shall be provided in the building that can be accessed by building operation and management personnel. The reporting mechanism shall be able to graphically provide the energy consumption data for each end-use category required by Table CC102.3.1 for not less than every hour, day, month and year for the previous 36 months.

CC102.4 Interoperable automated demand-response (AutoDR) infrastructure. The building controls shall be designed with automated demand-response (Auto-DR) infrastructure capable of receiving demand-response requests from the utility, electrical system operator, or third-party DR program provider, and of automatically implementing load adjustments to the HVAC and lighting-systems.

Buildings shall comply with the following:

1. HVAC systems shall be programmed to allow automatic centralized demand reduction in response to a signal from a centralized contact or software point.
2. HVAC equipment with variable speed control shall be programmed to allow automatic adjustment of the maximum speed of the equipment.
3. Lighting systems with central control shall be programmed to allow automatic reduction of total connected lighting power.

CC102.5 Electric vehicle charging stations. Not less than two electric vehicle charging stations at minimum 208/240V 40 amp shall be provided on the *building site*.

CC102.6 Automatic receptacle controls. The following receptacles shall be automatically controlled in accordance with Section CC102.6.1:

1. At least 50 percent of all 125 V, 15- and 20-amp receptacles in all private offices, conference rooms, rooms used primarily for printing and/or copying functions, break rooms, classrooms, and individual workstations.
2. At least 25 percent of branch circuit feeders installed for modular furniture not shown on the construction documents.

All controlled receptacles shall be permanently marked to visually differentiate them from uncontrolled receptacles and are to be uniformly distributed throughout the space. Plug-in devices shall not be used to comply with Section CC102.6.1.

Exceptions:

1. Receptacles specifically designated for equipment intended for continuous operation (24 hours/day, 365 days/year).
2. Spaces where an automatic shutoff would endanger occupant safety or security.

CC102.6.1 Automatic receptacle control function. Automatic receptacle controls shall comply with one of the following:

1. Automatically turn receptacles off at specific programmed times, and the occupant shall be able to manually override the control device for up to two hours. An independent program schedule shall be provided for controlled areas of not more than 5000 square feet and not more than one floor.
2. Be an occupant sensor to automatically turn receptacles off within 20 minutes of all occupants leaving a space.
3. Be an automated signal from another control or alarm system to automatically turn receptacles off within 20 minutes of all occupants leaving a space.

PART 2

2 Amendments to ASHRAE 90.1-2016

2.1 Addition to Section 3.2 Definitions

Baseline building source energy: the annual *source energy* use in units of BTU for a *building* design intended for use as a baseline for rating above-standard design or when using the *performance rating method* as an alternative path for minimum standard compliance in accordance with Section 4.2.1.1.

On-site electricity generation systems: systems located at the *building* site that generate electricity, including but not limited to generators, combined heat and power systems, fuel cells, and *on-site renewable energy* systems.

Proposed building source energy: the annual *source energy* use in units of BTU for a *proposed design*.

Site Energy: The amount of fuel that is consumed on-site to operate a building.

Source Energy: the total amount of primary fuel that is required to operate a building incorporating transmission, delivery, and production losses. Source Energy is calculated by multiplying site energy of each fuel type by the conversion factors in Table 4.2.1.2.

2.2 Amendments to Section 4.2.1.1 New Buildings

4.2.1.1 New Buildings

New *buildings* shall comply with either the provisions of

- a. Section 5, “*Building Envelope*”; Section 6, “*Heating, Ventilating, and Air Conditioning*”; Section 7, “*Service Water Heating*”; Section 8, “*Power*”; Section 9, “*Lighting*”; and Section 10, “*Other Equipment*,” or
- b. Section 11, “*Energy Cost Budget Method*,” or
- c. Appendix G, “*Performance Rating Method*”, using one of the following methods:

1. **Performance Cost Index Method.** When using Appendix G, the Performance Cost Index (PCI) shall be less than or equal to the Performance Cost Index Target (PCI_t) when calculated in accordance with the following:

$$PCI_t = [BBUEC + (BPF_{\text{cost}} \times BBREC)]/BBP$$

Where

PCI = Performance Cost Index calculated in accordance with Section G1.2.

BBUEC = Baseline *Building Unregulated Energy Cost*, the portion of the annual *energy*

cost of a *Baseline building design* that is due to *unregulated energy use*.

BBREC = *Baseline Building Regulated Energy Cost*, the portion of the annual *energy cost* of a *Baseline building design* that is due to *regulated energy use*.

BPF_{cost} = *Building Performance Factor* from Table 4.2.1.1. For *building area types* not listed in Table 4.2.1.1 use “All others.” Where a *building* has multiple *building area types*, the required BPF_{cost} shall be equal to the area-weighted average of the *building area types*.

BBP = *Baseline Building Performance*.

Regulated *energy cost* shall be calculated by multiplying the total *energy cost* by the ratio of *regulated energy use* to total *energy use* for each *fuel type*. Unregulated *energy cost* shall be calculated by subtracting regulated *energy cost* from total *energy cost*.

- 2. Performance Source Energy Index Method.** When using Appendix G, the Performance Source Energy Index (PSEI) shall be less than or equal to the Performance Source Energy Index Target (PSEIt) when calculated in accordance with the following:

$$\text{PSEIt} = [\text{BBUSE} + (\text{BPF}_{\text{source}} \times \text{BBRSE})] / \text{BBSE}$$

Where

PSEI = Performance Source Energy Index calculated in accordance with Section G1.2

BBUSE = Baseline building unregulated source energy use in units of BTU, the portion of the annual site energy of a baseline building design that is due to unregulated energy use multiplied by the site to source conversion ratios in Table 4.2.1.2 for each fuel type.

BBRSE = Baseline building regulated source energy use in units of BTU, the portion of the annual site energy of a baseline building design that is due to regulated energy use multiplied by the site to source conversion ratios in Table 4.2.1.2 for each fuel type.

BPF_{source} = Building Performance Factor from Table 4.2.1.3. For building area types not listed in Table 4.2.1.3 use “All others.” Where a building has multiple building area types, the required BPF_{source} shall be equal to the area-weighted average of the building area types.

BBSE = *Baseline building source energy*.

2.3 Replacement of Table 4.2.1.1 Building Performance Factor

Table 4.2.1.1 Building Performance Factor (Cost) (BPF_{cost})

Building Area Type	4A	5A	6A
Office	.54	.54	.55
Retail	.45	.42	.44
School	.45	.46	.46
Hotel/motel	.62	.56	.56
Multifamily	.67	.67	.64
Healthcare/hospital	.54	.54	.51
Restaurant	.56	.55	.55
Warehouse	.42	.42	.46
All others	.53	.52	.52

2.4 Addition of Table 4.2.1.2 Site to Source Energy Conversion Ratios

Table 4.2.1.2 Site to Source Energy Conversion Ratios

Energy Type	New York Ratio
Electricity (Grid Purchase)	2.55
Electricity (<i>On-site Renewable Energy Installation</i>)	1.00
Natural Gas	1.05
Fuel Oil	1.01
Propane & Liquid Propane	1.01
Steam	1.20
Hot Water	1.20
Chilled Water, Coal, Wood, Other	1.00

2.5 Addition of Table 4.2.1.3 Building Performance Factor (Source) (BPF_{source})

Table 4.2.1.3 Building Performance Factor (BPF_{source})

Building Area Type	4A	5A	6A
Office	.55	.55	.56
Retail	.45	.42	.43
School	.45	.45	.45
Hotel/motel	.62	.56	.54
Multifamily	.68	.68	.65
Healthcare/hospital	.56	.56	.54
Restaurant	.63	.64	.63
Warehouse	.44	.46	.49
All others	.55	.54	.54

2.6 Addition of New Section 5.2.3 Additional Requirements to Comply with Section 11 and Appendix G

5.2.3 Additional Requirements to Comply with Section 11 and Appendix G

The *building* envelope in new buildings 50,000 square feet and greater shall comply with either:

1. Section 5.5, “Prescriptive Building Envelope Option,” or
2. An envelope performance factor shall be calculated in accordance with 90.1 Appendix C, and buildings shall comply with one of the following:
 - i. For multifamily, hotel/motel and dormitory building area types, the margin by which the *proposed envelope performance factor* exceeds the *base envelope performance factor* shall not be greater than 15 percent. For compliance with this requirement, the *base envelope performance factor* shall be calculated using metal framing operable windows. In *buildings* with window area accounting for 40 percent or more of the *gross wall* area, the SHGC of the *vertical fenestration* on east and west oriented façade may be reduced by the following multiplier to account for the permanent site shading from existing buildings or infrastructure.

$$M_{\text{West}} = 0.18 + 0.33/\text{WWR}$$

$$M_{\text{East}} = 0.35 + 0.26/\text{WWR}$$

Where:

M_{West} = SHGC multiplier for the West façade

M_{East} = SHGC multiplier for the East façade

WWR = the ratio of the proposed *vertical fenestration* area to the *gross wall* area in consistent units.

The multiplier may be applied to the rated SHGC of the *vertical fenestration* which has at least 50 percent of the area located directly opposite of the shading surfaces and no higher from the street level than the difference between the shading surface height and the shading surface distance from the façade. *Orientation* must be determined following Section 5.5.4.5, Fenestration Orientation.

- ii. For all other *building* area types, the margin by which the *proposed envelope performance factor* exceeds the *base envelope performance factor* shall be not greater than 7 percent. For compliance with this requirement, the *base envelope performance factor* shall be calculated using metal framing fixed windows.
- iii. For mixed-use *buildings* the margin shall be calculated as the *gross wall area-weighted* average of i and ii.

2.7 Addition of New Section 5.4.1.1 Continuous Insulation

5.4.1.1 Continuous Insulation

In new construction, structural elements of balconies and parapets that penetrate the *building envelope*, shall comply with one of the following:

1. Structural elements penetrating the *building thermal envelope* shall be insulated with *continuous insulation* having a minimum thermal resistance of R-3.
2. Structural elements of penetrations of the *building thermal envelope* shall incorporate a minimum R-3 thermal break where the structural element penetrates the *building thermal envelope*.

2.8 Amendments to Section 5.4.3.1.3 Testing, Acceptable Materials, and Assemblies

5.4.3.1.3 Testing, Acceptable Materials, and Assemblies

The *building* shall comply with whole-*building* pressurization testing in accordance with Section 5.4.3.1.3(a) or with the *continuous air barrier* requirements in Section 5.4.3.1.3(b) or 5.4.3.1.3(c). New *buildings* not less than 25,000 square feet and not greater than 50,000 square feet, and less than or equal to 75 feet in height, must show compliance through testing in accordance with Section 5.4.3.1.3(a).

The remainder of 5.4.3.1.3 is unchanged.

2.9 Amendments to Section 5.5.3 Opaque Areas

5.5.3 Opaque Areas.

For all *opaque* surfaces except *doors*, compliance shall be demonstrated by one of the following two methods:

- a. Minimum rated *R-value* of insulation for the *thermal resistance* of the added insulation in framing cavities and *continuous insulation* only. Specifications listed in Normative Appendix A for each *class of construction* shall be used to determine compliance.
- b. Maximum *U-factor*, *C-factor*, or *F-factor* for the entire assembly. The values for typical *construction* assemblies listed in Normative Appendix A shall be used to determine compliance.

Exceptions to 5.5.3

1. For assemblies significantly different than those in Appendix A, calculations shall be performed in accordance with the procedures required in Appendix A.

2. For multiple assemblies within a single *class of construction* for a single *space-conditioning category*, compliance shall be shown for either (a) the most restrictive requirement or (b) an area-weighted average *U-factor*, *C-factor*, or *F-factor*.
3. When the total area of penetrations from mechanical equipment listed in Table 6.8.1-4 exceeds 1 percent of the *opaque above-grade wall* area, the mechanical equipment penetration area shall be calculated as a separate wall assembly with a default *U-factor* of 0.5, and compliance shall be shown with method b. Where mechanical equipment has been tested in accordance with testing standards, approved by the *authority having jurisdiction*, the mechanical equipment penetration area may be calculated as a separate wall assembly with the *U-factor* as determined by such test.

2.10 Amendments to Section 5.6.1.1 Subsection to 5.6 Building Envelope Trade-Off Option

5.6.1.1

All components of the *building envelope* shown on architectural drawings or installed in *existing buildings* shall be modeled in the *proposed design*. The *simulation program* model *fenestration* and *opaque building* envelope types and area shall be consistent with the *construction documents*. Any *building envelope* assembly that covers less than 5 percent of the total area of that assembly type (e.g., *exterior walls*) need not be separately described, provided it is similar to an assembly being modeled. If not separately described, the area of a *building envelope* assembly shall be added to the area of an assembly of that same type with the same *orientation* and thermal properties. When the total area of penetrations from mechanical equipment listed in Table 6.8.1-4 exceeds 1 percent of the *opaque above-grade wall* area, the mechanical equipment penetration area shall be calculated as a separate wall assembly with a default *U-factor* of 0.5.

Exception to 5.6.1.1

Where mechanical equipment has been tested in accordance with testing standards approved by the *authority having jurisdiction*, the mechanical equipment penetration area may be calculated as a separate wall assembly with the *U-factor* as determined by such test.

2.11 Amendments to Section 6.5.3.1.1 Allowable Fan Horsepower

6.5.3.1.1 Allowable Fan Horsepower.

Each *HVAC system* having a total *fan system motor nameplate horsepower* exceeding 5 hp at *fan system design conditions* shall not exceed the allowable *fan system motor nameplate horsepower* (Option 1) or *fan system bhp* (Option 2) as shown in Table 6.5.3.1-1. This includes supply fans, return/relief fans, exhaust fans, and fan-powered *terminal* units associated with *systems* providing heating or cooling capability that operate at *fan system design conditions*. Single-zone *VAV systems* shall comply with the constant-volume fan power limitation.

Exceptions to 6.5.3.1.1

1. Hospital, vivarium, and laboratory *systems* that use flow *control devices* on exhaust and/or return to maintain *space* pressure relationships necessary for occupant health and safety or environmental *control* may use variable-volume fan power limitation.
2. Individual exhaust fans with motor *nameplate horsepower* of 1 hp or less.
3. Fans supplying air to active chilled beams.

**2.12 Amendments to Table 6.5.3.1-1
Fan Power Limitation**

Table 6.5.3.1-1 Fan Power Limitation

	Limit	Constant volume	Variable volume
Option 1: Fan system motor nameplate hp	Allowable nameplate motor hp	$hp \leq CFM_s * 0.0009$	$hp \leq CFM_s * 0.0011$
Option 2: Fan system bhp	Allowable fan system bhp	$bhp \leq CFM_s \times 0.00088 + A$	$bhp \leq CFM_s \times 0.0010 + A$
For SI: 1 bhp = 735.5 W, 1 hp = 745.5 W, 1 cfm = 0.4719 L/S Where: CFM _s = The maximum design supply airflow rate to conditioned spaces served by the system in cubic feet per minute. hp = The maximum combined motor nameplate horsepower. Bhp = The maximum combined fan brake horsepower. A = Sum of [PD X CFM _D /4131] Where: PD = Each applicable pressure drop adjustment from Table 6.5.3.1-2 in in. of water CFM _D = The design airflow through each applicable device from Table 6.5.3.1-2 in cubic feet per minute.			

**2.13 Amendments to Section 6.5.6.1
Exhaust Air Energy Recovery**

6.5.6.1 Exhaust Air Energy Recovery.

Each fan *system* shall have an *energy recovery system* when the design supply fan airflow rate exceeds the value listed in Tables 6.5.6.1-1 and 6.5.6.1-2, based on the climate zone and percentage of *outdoor air* at design airflow conditions. Table 6.5.6.1-1 shall be used for all *ventilation systems* that operate less than 8,000 hours per year, and Table 6.5.6.1-2 shall be used for all ventilation systems that operate 8,000 or more hours per year.

Energy recovery systems required by this section shall result in an *enthalpy recovery ratio* of at least 50 percent. A 50 percent *enthalpy recovery ratio* shall mean a change in the enthalpy of the *outdoor air* supply equal to 50 percent of the difference between the *outdoor air* and entering exhaust air enthalpies at *design conditions*. Provision shall be made to bypass or *control* the *energy recovery system* to permit *air economizer* operation as required by Section 6.5.1.1.

Exceptions

1. Laboratory *systems* meeting Section 6.5.7.3.
2. *Systems* serving *spaces* that are not cooled and that are heated to less than 60°F.

3. Where more than 60 percent of the *outdoor air heating energy* is provided from *site-recovered energy* or *site-solar energy*.
4. Heating *energy* recovery in Climate Zones 0, 1, and 2.
5. Cooling *energy* recovery in Climate Zones 3C, 4C, 5B, 5C, 6B, 7, and 8.
6. Where the largest source of air exhausted at a single location at the building exterior is less than 75 percent of the design ventilation outdoor air flow rate, multiple exhaust fans or outlets located within a 30-foot radius from the outdoor air supply unit shall be considered a single exhaust location.
7. *Systems* requiring dehumidification that employ *energy* recovery in series with the cooling coil.
8. *Systems* expected to operate less than 20 hours per week at the *outdoor air* percentage covered by Table 6.5.6.1-1.

2.14 Addition of New Section 10.4.3.5 Power Conversion System

10.4.3.5 Power Conversion System

New traction elevators with a rise of 75 feet or more in new buildings shall have a power conversion system that complies with Sections 10.4.3.5.1 through 10.4.3.5.3.

10.4.3.5.1 Motor

Induction motors with a Class IE2 efficiency ratings, as defined by IEC EN 60034-30, or alternative technologies, such as permanent magnet synchronous motors that have equal or better efficiency, shall be used.

10.4.3.5.2 Transmission

Transmissions shall not reduce the efficiency of the combined motor/transmission for the Class IE2 motor for elevators with capacities below 4,000 lbs. Gearless machines shall be assumed to have a 100 percent transmission efficiency.

10.4.3.5.3 Drive

Potential energy released during motion shall be recovered with a regenerative drive that supplies electrical energy to the building electrical system.

2.15 Addition of New Section 10.4.6 Commercial Kitchen Equipment

10.4.6 Commercial Kitchen Equipment

Commercial kitchen equipment shall comply with the minimum efficiency requirements of Tables 10.4.6-1 through Table 10.4.6-5.

Table 10.4.6-1: Minimum Efficiency Requirements: Commercial Fryers

	Heavy-Load Cooking Energy Efficiency	Idle Energy Rate	Test Procedure
Standard Open Deep-Fat Gas Fryers	≥50%	≤ 9,000 Btu/hr	ASTM Standard F1361-17
Large Vat Open Deep-Fat Gas Fryers	≥ 50%	≤ 12,000 Btu/hr	
Standard Open Deep-Fat Electric Fryers	≥ 83%	≤ 800 watts	ASTM Standard F2144-17
Large Vat Open Deep-Fat Electric Fryers	≥ 80%	≤ 1,100 watts	

Table 10.4.6-2: Minimum Efficiency Requirements: Commercial Hot Food Holding Cabinets

Product Interior Volume (Cubic Feet)	Maximum Idle Energy Consumption Rate (Watts)	Test Procedure
$0 < V < 13$	≤ 21.5 V	ASTM Standard F2140-11
$13 \leq V < 28$	≤ 2.0 V + 254.0	
$28 \leq V$	≤ 3.8 V + 203.5	

Table 10.4.6-3: Minimum Efficiency Requirements: Commercial Steam Cookers

Fuel Type	Pan Capacity	Cooking Energy Efficiency ^a	Idle Rate	Test Procedure
Electric Steam	3-pan	50%	400 watts	ASTM Standard F1484-18
	4-pan	50%	530 watts	
	5-pan	50%	670 watts	
	6-pan and larger	50%	800 watts	
Gas Steam	3-pan	38%	6,250 Btu/h	
	4-pan	38%	8,350 Btu/h	
	5-pan	38%	10,400 Btu/h	
	6-pan and larger	38%	12,500 Btu/h	

a. Cooking Energy Efficiency is based on heavy load (potato) cooking capacity

Table 10.4.6-4: Minimum Efficiency Requirements: Commercial Dishwashers

Machine Type	High Temp Efficiency Requirements		Low Temp Efficiency Requirements		Test Procedure	
	Idle Energy Rate ^a	Water Consumption ^b	Idle Energy Rate ^a	Water Consumption ^b		
Under Counter	≤ 0.50 kW	≤ 0.86 GPR	≤ 0.50 kW	≤ 1.19 GPR	ASTM Standard F1696-18	
Stationary Single Tank Door	≤ 0.70 kW	≤ 0.89 GPR	≤ 0.60 kW	≤ 1.18 GPR		
Pot, Pan, and Utensil	≤ 1.20 kW	≤ 0.58 GPSF	≤ 1.00 kW	≤ 0.58 GPSF		
Single Tank Conveyor	≤ 1.50 kW	≤ 0.70 GPR	≤ 1.50 kW	≤ 0.79 GPR		
Multiple Tank Conveyor	≤ 2.25 kW	≤ 0.54 GPR	≤ 2.00 kW	≤ 0.54 GPR		ASTM Standard F1920-15
Single Tank Flight Type	Reported	GPH ≤ 2.975x + 55.00	Reported	GPH ≤ 2.975x + 55.00		
Multiple Tank Flight Type	Reported	GPH ≤ 4.96x + 17.00	Reported	GPH ≤ 4.96x + 17.00		

- a. Idle results shall be measured with the door closed and represent the total idle energy consumed by the machine including all tank heater(s) and controls. Booster heater (internal or external) energy consumption should not be part of this measurement unless it cannot be separately monitored per US EPA Energy Star Commercial Dishwasher Specification Version 2.0
- b. GPR = gallons per rack; GPSF = gallons per square foot of rack; GPH = gallons per hour; x = sf of conveyor belt (i.e., W*L)/min (maximum conveyor speed).

Table 10.4.6-5: Minimum Efficiency Requirements: Commercial Ovens

Fuel Type	Classification	Idle Rate	Cooking-Energy Efficiency, %	Test Procedure
Convection Ovens				
Gas	Full-Size	≤ 12,000 Btu/h	≥ 46	ASTM F1496 - 13
Electric	Half-Size	≤ 1.0 Btu/h	≥ 71	
	Full-Size	≤ 1.60 Btu/h		
Combination Ovens				
Gas	Steam Mode	≤ 200P ^a +6,511 Btu/h	≥ 41	ASTM F2861 - 17
	Convection Mode	≤ 150P ^a +5,425 Btu/h	≥ 56	
Electric	Steam Mode	≤ 0.133P ^a +0.6400 kW	≥ 55	
	Convection Mode	≤ 0.080P ^a +0.4989 kW	≥ 76	
Rack Ovens				
Gas	Single	≤ 25,000 Btu/h	≥ 48	ASTM F2093 - 18
	Double	≤ 30,000 Btu/h	≥ 52	

- a. P = Pan Capacity: The number of steam table pans the combination oven is able to accommodate as per the ASTM F – 1495 – 05 standard specification.

2.16 Addition of New Section 10.4.7 Electric Vehicle Charging Station Capable

10.4.7 Electric vehicle charging station capable.

New parking garages and new parking lots powered by the energy services for a building, and with 10 or more parking spaces, shall provide either:

1. Panel capacity and conduit for the future installation of minimum 208/240V 40-amp outlets for 5 percent of the total parking spaces and not less than two parking spaces; or
2. Minimum 208/240V 40-amp outlets for 5 percent of the total parking spaces and not less than two parking spaces.

2.17 Addition of New Section 10.4.8 Solar-Ready Zone

10.4.8 Solar-ready zone (Mandatory)

Comply with the provisions of Appendix CA of 2018 IECC (as amended).

2.18 Amendments to Section 11.2 Compliance

11.2 Compliance.

Compliance with Section 11 will be achieved if

- a. All requirements of Sections 5.4, 6.4, 7.4, 8.4, 9.4, and 10.4, and Section C408 and Appendix CC (if mandated by local ordinance) of the 2018 IECC (as amended) are met;
- b. The *design energy cost*, as calculated in Section 11.5, does not exceed the *building energy use budget*, as calculated by the *simulation program* described in Section 11.4, and
- c. The *energy efficiency* level of components specified in the *building design* meet or exceed the *efficiency* levels used to calculate the design energy cost; and
- d. In new buildings 50,000 square feet and greater, an envelope performance factor shall be calculated in accordance with 90.1 Appendix C, and buildings shall comply with one of the following:
 - i. For multifamily, hotel/motel and dormitory building area types, the margin by which the *proposed envelope performance factor* exceeds the *base envelope performance factor* shall not be greater than 15 percent. For compliance with this requirement, the *base envelope performance factor* shall be calculated using metal framing operable windows. In buildings with window area accounting for 40 percent or more of the wall area, the SHGC of the *vertical fenestration* on east and west oriented façade may be reduced by the following multiplier to account for the permanent site shading from existing buildings or infrastructure.

$$M_{\text{West}} = 0.18 + 0.33/\text{WWR}$$

$$M_{\text{East}} = 0.35 + 0.26/\text{WWR}$$

Where:

M_{West} = SHGC multiplier for the West facade

M_{East} = SHGC multiplier for the East facade

WWR = the ratio of the proposed *vertical fenestration* area to the *gross wall area* in consistent units.

The multiplier may be applied to the rated SHGC of the *vertical fenestration* which has at least 50 percent of the area located directly opposite of the shading surfaces and no higher from the street level than the difference between the shading surface height and the shading surface distance from the façade. Orientation must be determined following Section 5.5.4.5.

- ii. For all other buildings area types, the margin by which the proposed *envelope performance factor* exceeds the *base envelope performance factor* shall be not greater than 7 percent. For compliance with this requirement, the *base envelope performance factor* shall be calculated using metal framing fixed windows.
- iii. For mixed-use buildings, the margin shall be calculated as the *gross wall area-weighted* average of options *a* and *b*.

2.19 Amendments to Section 11.4.3.2 Annual Energy Costs

11.4.3.2 Annual Energy Costs.

The *design energy cost* and *energy cost budget* shall be determined using rates for *purchased energy* (such as electricity, gas, oil, propane, steam, and chilled water) that are approved by the *adopting authority*. Where *on-site renewable energy* or *site-recovered energy* is used, the *budget building design* shall be based on the *energy source* used as the *backup energy source*, or electricity if no *backup energy source* has been specified. Where the proposed design includes electricity generated from sources other than *on-site renewable energy*, the baseline design shall include the same generation system.

2.20 Amendments to Table 11.5.1 Modeling Requirements for Calculating Design Energy Cost and Energy Cost Budget

Table 11.5.1 Modeling Requirements for Calculating Design Energy Cost and Energy Cost Budget

<i>Proposed Design (Column A)</i> <i>Design Energy Cost (DEC)</i>	<i>Budget Building Design (Column B)</i> <i>Energy Cost Budget (ECB)</i>
1. Design Model	
<p>a. The simulation model of the <i>proposed design</i> shall be consistent with the design documents, including proper accounting of <i>fenestration</i> and <i>opaque</i> envelope types and area; interior lighting power and <i>controls</i>; <i>HVAC system</i> types, sizes, and <i>controls</i>; and <i>service water-heating systems</i> and <i>controls</i>.</p> <p>b. All <i>conditioned spaces</i> in the <i>proposed design</i> shall be simulated as being both heated and cooled, even if no cooling or heating <i>system</i> is being installed. Temperature and humidity <i>control set points</i> and schedules, as well as <i>temperature control throttling range</i>, shall be the same for <i>proposed design</i> and <i>baseline building design</i>.</p> <p>c. When the <i>Energy Cost Budget Method</i> is applied to <i>buildings</i> in which <i>energy-related</i> features have not yet been designed (e.g., a <i>lighting system</i>), those yet-to-be-designed features shall be described in the <i>proposed design</i> so that they minimally comply with applicable mandatory and prescriptive requirements from Sections 5 through 10. Where the <i>space</i> classification for a <i>building</i> is not known, the <i>building</i> shall be categorized as an office <i>building</i>.</p>	<p>The <i>budget building design</i> shall be developed by modifying the <i>proposed design</i> as described in this table. Except as specifically instructed in this table, all <i>building systems</i> and <i>equipment</i> shall be modeled identically in the <i>budget building design</i> and <i>proposed design</i>.</p>
2. Additions and Alterations	
<p>It is acceptable to demonstrate compliance using <i>building</i> models that exclude parts of the <i>existing building</i>, provided all of the following conditions are met:</p> <p>a. Work to be performed under the current permit application in excluded parts of the <i>building</i> shall meet the requirements of Sections 5 through 10.</p> <p>b. Excluded parts of the <i>building</i> are served by <i>HVAC systems</i> that are entirely separate from those serving parts of the <i>building</i> that are included in the <i>building</i> model.</p> <p>c. Design <i>space</i> temperature and <i>HVAC system</i> operating <i>set points</i> and schedules on either side of the boundary between included and excluded parts of the <i>building</i> are identical.</p> <p>d. If a declining block or similar utility rate is being used in the analysis and the excluded and included parts of the <i>building</i> are on the same utility meter, the rate shall reflect the utility block or rate for the <i>building</i> plus the addition.</p>	<p>Same as <i>proposed design</i>.</p>

Table 11.5.1 Modeling Requirements for Calculating Design Energy Cost and Energy Cost (Continued)

<i>Proposed Design (Column A)</i> <i>Design Energy Cost (DEC)</i>	<i>Budget Building Design (Column B)</i> <i>Energy Cost Budget (ECB)</i>
3. Space Use Classification	
<p>The <i>building</i> area type or <i>space</i> type classifications shall be chosen in accordance with Section 9.5.1 or 9.6.1. The user or designer shall specify the <i>space</i> use classifications using either the <i>building</i> area type or <i>space</i> type categories but shall not combine the two types of categories within a single permit application. More than one <i>building</i> area type category may be used for a <i>building</i> if it is a mixed-use facility.</p>	<p>Same as <i>proposed design</i>.</p>
4. Schedules	
<p>The schedule types listed in Section 11.4.1.1(b) shall be required input. The schedules shall be typical of the <i>proposed design</i> as determined by the designer and approved by the <i>authority having jurisdiction</i>. Required schedules shall be identical for the <i>proposed design</i> and <i>budget building design</i>.</p>	<p>Same as <i>proposed design</i>.</p>

Table 11.5.1 Modeling Requirements for Calculating Design Energy Cost and Energy Cost (Continued)

Proposed Design (Column A) Design Energy Cost (DEC)	Budget Building Design (Column B) Energy Cost Budget (ECB)
5. Building Envelope	
<p>All components of the <i>building envelope</i> in the <i>proposed design</i> shall be modeled as shown on architectural drawings or as installed for <i>existing building envelopes</i>.</p> <p>Exceptions: The following <i>building</i> elements are permitted to differ from architectural drawings.</p> <ol style="list-style-type: none"> 1. Any <i>building envelope</i> assembly that covers less than 5 percent of the total area of that assembly type (e.g., exterior walls) need not be separately described. If not separately described, the area of a <i>building envelope</i> assembly must be added to the area of the adjacent assembly of that same type. When the total area of penetrations from mechanical equipment listed in Table 6.8.1-4 exceeds 1 percent of the <i>opaque</i> above-grade wall area, the mechanical equipment penetration area shall be calculated as a separate wall assembly with a default U-factor of 0.5. Where mechanical equipment has been tested in accordance with testing standards approved by the <i>authority having jurisdiction</i>, the mechanical equipment penetration area may be calculated as a separate wall assembly with the U-factor as determined by such test. 2. Exterior surfaces whose azimuth <i>orientation</i> and tilt differ by no more than 45 degrees and are otherwise the same may be described as either a single surface or by using multipliers. 3. The exterior <i>roof</i> surface shall be modeled using the aged solar <i>reflectance</i> and thermal <i>emittance</i> determined in accordance with Section 5.5.3.1.1(a). Where aged test data are unavailable, the <i>roof</i> surface shall be modeled with a solar <i>reflectance</i> of 0.30 and a thermal <i>emittance</i> of 0.90. 4. Manually operated <i>fenestration</i> shading devices, such as blinds or shades, shall not be modeled. Permanent shading devices, such as fins, overhangs, and lightshelves, shall be modeled. 	<p>The <i>budget building design</i> shall have identical <i>conditioned floor area</i> and identical exterior dimensions and orientations as the <i>proposed design</i>, except as follows:</p> <ol style="list-style-type: none"> a. <i>Opaque</i> assemblies, such as <i>roof, floors, doors, and walls</i>, shall be modeled as having the same <i>heat capacity</i> as the <i>proposed design</i> but with the minimum <i>U-factor</i> required in Table C402.1.4 for new buildings or additions and Section C503.3 for alterations. <i>Opaque</i> assemblies in semi-heated spaces shall be modeled as having the same <i>heat capacity</i> as the <i>proposed design</i> but with the minimum <i>U-factor</i> required in Section 5.5. b. The exterior <i>roof</i> surfaces shall be modeled with a solar <i>reflectance</i> and thermal <i>emittance</i> as required in Section 5.5.3.1.1(a). All other <i>roofs</i>, including <i>roofs</i> exempted from the requirements in Section 5.5.3.1.1, shall be modeled the same as the <i>proposed design</i>. c. No shading projections are to be modeled; <i>fenestration</i> shall be assumed to be flush with the <i>wall or roof</i>. If the <i>fenestration area</i> for new <i>buildings</i> or additions exceeds the maximum allowed by Section 5.5.4.2, the area shall be reduced proportionally along each exposure until the limit set in Section 5.5.4.2 is met. If the <i>vertical fenestration area</i> facing west or east of the <i>proposed design</i> exceeds the area limit set in Section 5.5.4.5 then the <i>energy cost budget</i> shall be generated by simulating the <i>budget building design</i> with its actual <i>orientation</i> and again after rotating the entire <i>budget building design</i> 90, 180, and 270 degrees and then averaging the results. <i>Fenestration</i> U-factor shall be equal to the criteria from Table C402.4 for the appropriate climate, and the <i>SHGC</i> shall be equal to the criteria from C402.4 for the appropriate climate. For portions of those tables where there are no <i>SHGC</i> requirements, the <i>SHGC</i> shall be equal to that determined in accordance with Section C3.6(c). The <i>VT</i> shall be equal to that determined in accordance with Section C3.6(c). The <i>fenestration</i> model for <i>building envelope alterations</i> shall reflect the limitations on area, <i>U-factor</i>, and <i>SHGC</i> as described in Section 5.1.3. <p>Exceptions: When trade-offs are made between an addition and an <i>existing building</i>, as described in the exception to Section 4.2.1.2, the <i>building envelope</i> assumptions for the <i>existing building</i> in the <i>budget building design</i> shall reflect existing conditions prior to any revisions that are part of this permit.</p>

Table 11.5.1 Modeling Requirements for Calculating Design Energy Cost and Energy Cost (Continued)

Proposed Design (Column A) Design Energy Cost (DEC)	Budget Building Design (Column B) Energy Cost Budget (ECB)
6. Lighting	
<p>Lighting power in the <i>proposed design</i> shall be determined as follows:</p> <ul style="list-style-type: none"> a. Where a complete <i>lighting system</i> exists, the actual lighting power for each <i>thermal block</i> shall be used in the model. b. Where a <i>lighting system</i> has been designed, lighting power shall be determined in accordance with Sections 9.1.3 and 9.1.4. c. Where no lighting exists or is specified, lighting power shall be determined in accordance with the <i>Building Area Method</i> for the appropriate <i>building area type</i>. d. <i>Lighting system</i> power shall include all <i>lighting system</i> components shown or provided for on plans (including <i>lamps</i>, <i>ballasts</i>, <i>task fixtures</i>, and furniture-mounted <i>fixtures</i>). e. The lighting schedules in the <i>proposed design</i> shall reflect the mandatory <i>automatic lighting control</i> requirements in Section 9.4.1 (e.g., programmable <i>controls</i> or occupancy sensors) <p>Exception: <i>Automatic</i> daylighting controls required by Section 9.4.1 shall be modeled directly in the proposed design or through schedule adjustments determined by a daylighting analysis approved by the building official.</p> <ul style="list-style-type: none"> f. <i>Automatic lighting controls</i> included in the <i>proposed design</i> but not required by Section 9.4.1 may be modeled directly in the <i>building simulation</i> or be modeled in the building simulation through schedule adjustments determined by a separate analysis approved by the <i>authority having jurisdiction</i>. As an alternative to modeling such lighting controls, the <i>proposed design</i> lighting power may be reduced for each <i>luminaire</i> under <i>control</i> by dividing the rated lighting power of the <i>luminaire</i> by the factor $(1 + \sum CF)$, where $\sum CF$ indicates the sum of all applicable <i>control factors</i> (CF) per Section 9.6.3 and Table 9.6.3. 	<ul style="list-style-type: none"> a. Lighting power in the <i>budget building design</i> shall be determined using the same categorization procedure (<i>Building Area Method</i> or <i>Space-by-Space Method</i>) and categories as the <i>proposed design</i> with lighting power set equal to the maximum allowed for the corresponding method and category in Tables C405.3.2(1) and C405.3.2(2). Additional interior lighting power for nonmandatory <i>controls</i> allowed under Section 9.6.3 shall not be included in the <i>budget building design</i>. b. Power for <i>fixtures</i> not included in the lighting power calculation shall be modeled identically in the <i>proposed design</i> and <i>budget building design</i>. c. Mandatory <i>automatic lighting controls</i> required by Section 9.4.1 shall be modeled the same as the <i>proposed design</i>.
7. Thermal Blocks – HVAC Zones Designed	
<p>Where <i>HVAC zones</i> are defined on HVAC design drawings, each <i>HVAC zone</i> shall be modeled as a separate <i>thermal block</i>.</p> <p>Exceptions: Different <i>HVAC zones</i> may be combined to create a single <i>thermal block</i> or identical <i>thermal blocks</i> to which multipliers are applied, provided all of the following conditions are met:</p> <ul style="list-style-type: none"> 1. The <i>space-use</i> classification is the same throughout the <i>thermal block</i>. 2. All <i>HVAC zones</i> in the <i>thermal block</i> that are adjacent to glazed <i>exterior walls</i> and glazed <i>semiexterior walls</i> face the same <i>orientation</i> or their orientations are within 45 degrees of each other. 3. All of the zones are served by the same <i>HVAC system</i> or by the same kind of <i>HVAC system</i>. 	<p>Same as <i>proposed design</i>.</p>

Table 11.5.1 Modeling Requirements for Calculating Design Energy Cost and Energy Cost (Continued)

Proposed Design (Column A) Design Energy Cost (DEC)	Budget Building Design (Column B) Energy Cost Budget (ECB)
8. Thermal Blocks – HVAC Zones Not Designed	
<p>Where the <i>HVAC zones</i> and <i>systems</i> have not yet been designed, <i>thermal blocks</i> shall be defined based on similar internal load densities, occupancy, lighting, thermal and space temperature schedules, and in combination with the following:</p> <ol style="list-style-type: none"> a. Separate <i>thermal blocks</i> shall be assumed for interior and perimeter <i>spaces</i>. Interior <i>spaces</i> shall be those located more than 15 ft from an <i>exterior wall</i> or <i>semiexterior wall</i>. Perimeter <i>spaces</i> shall be those located closer than 15 ft from an <i>exterior wall</i> or <i>semiexterior wall</i>. A separate thermal zone does not need to be modeled for areas adjacent to <i>semiexterior walls</i> that separate <i>semiheated space</i> from <i>conditioned space</i>. b. Separate <i>thermal blocks</i> shall be assumed for <i>spaces</i> adjacent to glazed <i>exterior walls</i> or glazed <i>semiexterior walls</i>; a separate zone shall be provided for each <i>orientation</i>, except that orientations that differ by no more than 45 degrees may be considered to be the same <i>orientation</i>. Each zone shall include all <i>floor area</i> that is 15 ft or less from a glazed perimeter <i>wall</i>, except that <i>floor area</i> within 15 ft of glazed perimeter <i>walls</i> having more than one <i>orientation</i> shall be divided proportionately between zones. c. Separate <i>thermal blocks</i> shall be assumed for <i>spaces</i> having <i>floors</i> that are in contact with the ground or exposed to ambient conditions from zones that do not share these features. d. Separate <i>thermal blocks</i> shall be assumed for <i>spaces</i> having <i>roof assemblies</i> from zones that do not share these features. 	Same as <i>proposed design</i> .
9. Thermal Blocks – Multifamily Residential Buildings	
<p><i>Residential spaces</i> shall be modeled using one <i>thermal block</i> per <i>space</i> except that those facing the same orientations may be combined into one <i>thermal block</i>. Corner units and units with <i>roof</i> or <i>floor</i> loads shall only be combined with units sharing these features.</p>	Same as <i>proposed design</i> .

Table 11.5.1 Modeling Requirements for Calculating Design Energy Cost and Energy Cost (Continued)

Proposed Design (Column A) Design Energy Cost (DEC)	Budget Building Design (Column B) Energy Cost Budget (ECB)
10. HVAC Systems	
<p>The HVAC system type and all related performance parameters, such as equipment capacities and efficiencies, in the proposed design shall be determined as follows:</p> <ol style="list-style-type: none"> Where a complete HVAC system exists, the model shall reflect the actual system type using actual component capacities and efficiencies. Where an HVAC system has been designed, the HVAC model shall be consistent with design documents. Mechanical equipment efficiencies shall be adjusted from actual design conditions to the standard rating conditions specified in Section 6.4.1 if required by the simulation model. Where efficiency ratings include supply fan energy, the efficiency rating shall be adjusted to remove the supply fan energy from the efficiency rating in the budget building design. The equations in Section 11.5.2 shall not be used in the proposed design. The proposed design HVAC system shall be modeled using manufacturers' full- and part- load data for the HVAC system without fan power. Where no heating system exists, or no heating system has been specified, the heating system shall be modeled as fossil fuel. The system characteristics shall be identical to the system modeled in the budget building design. Where no cooling system exists, or no cooling system has been specified, the cooling system shall be modeled as an air-cooled single-zone system, one unit per thermal block. The system characteristics shall be identical to the system modeled in the budget building design. 	<p>The HVAC system type and related performance parameters for the budget building design shall be determined from Figure 11.5.2, the system descriptions in Table 11.5.2-1 and accompanying notes, and in accord with rules specified in Section 11.5.2(a) through 11.5.2(k).</p>

Table 11.5.1 Modeling Requirements for Calculating Design Energy Cost and Energy Cost (Continued)

Proposed Design (Column A) Design Energy Cost (DEC)	Budget Building Design (Column B) Energy Cost Budget (ECB)
11. Service Water-Heating Systems	
<p>The <i>service water-heating system</i> type and all related performance parameters, such as <i>equipment</i> capacities and <i>efficiencies</i>, in the <i>proposed design</i> shall be determined as follows:</p> <ol style="list-style-type: none"> Where a complete <i>service water-heating system</i> exists, the model shall reflect the actual <i>system</i> type using actual component capacities and efficiencies. Where a <i>service water-heating system</i> has been designed, the <i>service water-heating model</i> shall be consistent with design documents. Where no <i>service water-heating system</i> exists or is specified, no <i>service water heating</i> shall be modeled. 	<p>The <i>service water-heating system</i> type in the <i>budget building design</i> shall be identical to the <i>proposed design</i>. The <i>service water-heating system</i> performance of the <i>budget building design</i> shall meet the requirements of Section C404.2, and where applicable the requirements of C404.2.1 and C404.2.2, without exception.</p> <p>Exceptions:</p> <ol style="list-style-type: none"> If the <i>service water heating system</i> type is not listed in Table C404.2, it shall be identical to the <i>proposed design</i>. Where Section 7.5.1 or 7.5.2 applies, the <i>boiler</i> shall be split into a separate <i>space-heating boiler</i> and <i>hot-water heater</i>. For 24-hour facilities that meet the prescriptive criteria for use of condenser heat recovery systems described in Section 6.5.6.2, a <i>system</i> meeting the requirements of that section shall be included in the <i>baseline building design</i>, regardless of the exceptions to Section 6.5.6.2. If a condenser heat recovery system meeting the requirements described in Section 6.5.6.2 cannot be modeled, the requirement for including such a <i>system</i> in the actual <i>building</i> shall be met as a prescriptive requirement in accordance with Section 6.5.6.2 and no heat recovery system shall be included in the <i>proposed design</i> or <i>budget building design</i>.
12. Miscellaneous Loads	
<p>Receptacle, motor, and <i>process loads</i> shall be modeled and estimated based on the <i>building area type</i> or <i>space</i> type category and shall be assumed to be identical in the <i>proposed</i> and <i>budget building designs</i>. These loads shall be included in simulations of the <i>building</i> and shall be included when calculating the <i>energy cost budget</i> and <i>design energy cost</i>. All end-use load components within and associated with the <i>building</i> shall be modeled, unless specifically excluded by Sections 13 and 14 of Table 11.5.1, including exhaust fans, parking garage <i>ventilation</i> fans, exterior <i>building</i> lighting, swimming <i>pool</i> heaters and pumps, elevators and escalators, refrigeration <i>equipment</i>, and cooking <i>equipment</i>.</p>	<p>Receptacle, motor, and <i>process loads</i> shall be modeled and estimated based on the <i>building area type</i> or <i>space</i> type category and shall be assumed to be identical in the <i>proposed design</i> and <i>budget building design</i>. These loads shall be included in simulations of the <i>building</i> and shall be included when calculating the <i>energy cost budget</i> and <i>design energy cost</i>. All end-use load components within and associated with the <i>building</i> shall be modeled, unless specifically excluded by Sections 13 and 14 of Table 11.5.1, including exhaust fans, parking garage <i>ventilation</i> fans, exterior <i>building</i> lighting, swimming <i>pool</i> heaters and pumps, elevators and escalators, refrigeration <i>equipment</i>, and cooking <i>equipment</i>.</p>

Table 11.5.1 Modeling Requirements for Calculating Design Energy Cost and Energy Cost (Continued)

<i>Proposed Design (Column A)</i> <i>Design Energy Cost (DEC)</i>	<i>Budget Building Design (Column B)</i> <i>Energy Cost Budget (ECB)</i>
13. Modeling Exceptions	
<p>All elements of the <i>proposed design building envelope</i>, HVAC, <i>service water heating</i>, lighting, and electrical systems shall be modeled in the <i>proposed design</i> in accordance with the requirements of Sections 1 through 12 of Table 11.5.1.</p> <p>Exceptions: Components and systems in the <i>proposed design</i> may be excluded from the simulation model provided that</p> <ol style="list-style-type: none"> 1. component <i>energy</i> use does not affect the <i>energy</i> use of systems and components that are being considered for trade-off and 2. the applicable prescriptive requirements of Sections 5.5, 6.5, 7.5, and either 9.5 or 9.6 applying to the excluded components are met. 	None
14. Modeling Limitations to the <i>Simulation Program</i>	
<p>If the <i>simulation program</i> cannot model a component or system included in the <i>proposed design</i>, one of the following methods shall be used with the approval of the <i>authority having jurisdiction</i>:</p> <ol style="list-style-type: none"> a. Ignore the component if the <i>energy</i> impact on the trade-offs being considered is not significant. b. Model the component substituting a thermodynamically similar component model. c. Model the HVAC system components or systems using the <i>budget building design's</i> HVAC system in accordance with Section 10 of Table 11.5.1. Whichever method is selected, the component shall be modeled identically for both the <i>proposed design</i> and <i>budget building design</i>. 	Same as <i>proposed design</i> .

2.21 Amendments to Section G1.2.1 Mandatory Provisions

G1.2.1 Mandatory Provisions.

This *performance rating method* requires conformance with the following provisions:

1. All requirements of Sections 5.4, 6.4, 7.4, 8.4, 9.4, 10.4, and Sections C408 and Appendix CC (if mandated by local ordinance) of the 2018 IECC (as amended) shall be met. These sections contain the mandatory provisions of the standard and are prerequisites for this rating method.
2. The interior lighting power shall not exceed the *interior lighting power allowance* determined using either Tables G3.7 or G3.8 and the methodology described in Sections 9.5.1 and 9.6.1.

2.22 Amendments to Section G1.2.2 Performance Rating Calculation

G1.2.2 Performance Rating Calculation.

The performance of the *proposed design* is calculated by either the provisions of G1.2.2.1 Performance Cost Index or G1.2.2.2 Performance Source Energy Index.

2.23 Addition of New Section G1.2.2.1 Performance Cost Index

G1.2.2.1 Performance Cost Index.

The performance of the proposed design is calculated in accordance with provisions of this appendix using the following formula:

$$\text{Performance Cost Index} = \frac{\text{Proposed building performance}}{\text{Baseline building performance}}$$

Both the *proposed building performance* and the *baseline building performance* shall include all end-use load components within and associated with the building when calculating the Performance Cost Index.

2.24 Addition of New Section G1.2.2.2 Performance Source Energy Index

G1.2.2.2 Performance Source Energy Index.

The performance of the proposed design is calculated in accordance with provisions of this appendix using the following formula:

$$\text{Performance Source Energy Index} = \frac{\text{Proposed building source energy}}{\text{Baseline building source energy}}$$

Both the *proposed building source energy* and the *baseline building source energy* shall include all end-use load components within and associated with the building when calculating the Performance Source Energy Index.

2.25 Amendments to Section G2.4.1 On-site Renewable Energy and Site-Recovered Energy

G2.4.1 On-site Renewable Energy and Site-Recovered Energy.

Site-recovered energy shall not be considered *purchased energy* and shall be subtracted from the *proposed design energy* consumption prior to calculating the *proposed building performance*. *On-site renewable energy* generated by systems included on the *building permit* used by the *building* shall be subtracted from the *proposed design energy* consumption prior to calculating the *proposed building performance* or *proposed building source energy*. The reduction in *proposed*

building performance or *proposed building source energy* associated with *on-site renewable energy* systems shall not exceed 5 percent of the calculated *baseline building performance* or *baseline building source energy*, respectively.

2.26 Amendments to Section G2.4.2 Annual Energy Costs

G2.4.2 Annual Energy Costs.

The *design energy cost* and *baseline energy cost* shall be determined using either actual rates for *purchased energy* or State average *energy prices* published by DOE's Energy Information Administration (EIA) for commercial *building* customers, but rates from different sources may not be mixed in the same project. Where *on-site renewable energy* or *site-recovered energy* is used, the *baseline building design* shall be based on the *energy source* used as the *backup energy source*, or the *baseline system energy source* in that category if no *backup energy source* has been specified. Where the proposed design includes electricity generated from sources other than *on-site renewable energy*, the *baseline design* shall include the same generation system.

2.27 Amendments to Table G3.1 Modeling Requirements for Calculating Proposed and Baseline Building Performance (No. 5 Building Envelope)

Table G3.1 Modeling Requirements for Calculating Proposed and *Baseline Building Performance*

No.	Proposed Building Performance	Baseline Building Performance
<i>5. Building Envelope</i>		
a.	<p>All components of the <i>building envelope</i> in the <i>proposed design</i> shall be modeled as shown on architectural drawings or as built for <i>existing building envelopes</i>.</p> <p>Exceptions: The following <i>building</i> elements are permitted to differ from architectural drawings:</p> <ol style="list-style-type: none"> 1. All uninsulated assemblies (e.g., projecting balconies, perimeter edges of intermediate <i>floor</i> slabs, concrete <i>floor</i> beams over parking garages, <i>roof</i> parapet) shall be separately modeled using either of the following techniques: <ol style="list-style-type: none"> a. Separate model of each of these assemblies within the <i>energy</i> simulation model. b. Separate calculation of the <i>U-factor</i> for each of these assemblies. The <i>U-factors</i> of these assemblies are then averaged with larger adjacent surfaces using an area-weighted average method. This average <i>U-factor</i> is modeled within the <i>energy</i> simulation model. <p>Any other <i>building envelope</i> assembly that covers less than 5% of the total area of that assembly type (e.g., <i>exterior walls</i>) need not be separately described,</p> 	<p>Equivalent dimensions shall be assumed for each <i>building envelope</i> component type as in the <i>proposed design</i>; i.e., the total gross area of <i>walls</i> shall be the same in the <i>proposed design</i> and <i>baseline building design</i>. The same shall be true for the areas of <i>roofs</i>, <i>floors</i>, and <i>doors</i>, and the exposed perimeters of concrete slabs on <i>grade</i> shall also be the same in the <i>proposed design</i> and <i>baseline building design</i>. The following additional requirements shall apply to the modeling of the <i>baseline building design</i>.</p> <ol style="list-style-type: none"> a. Orientation. The <i>baseline building performance</i> shall be generated by simulating the <i>building</i> with its actual <i>orientation</i> and again after rotating the entire <i>building</i> 90, 180, and 270 degrees, then averaging the results. The <i>building</i> shall be modeled so that it does not shade itself. <p>Exceptions:</p> <ol style="list-style-type: none"> 1. If it can be demonstrated to the satisfaction of the <i>rating authority</i> that the <i>building orientation</i> is dictated by site considerations. 2. <i>Buildings</i> where the <i>vertical fenestration area</i> on each <i>orientation</i> varies by less than 5

provided that it is similar to an assembly being modeled. If not separately described, the area of a *building envelope* assembly shall be added to the area of an assembly of that same type with the same *orientation* and thermal properties. When the total area of penetrations from mechanical equipment listed in Table 6.8.1-4 exceeds 1% of the *opaque above-grade wall* area, the mechanical equipment penetration area shall be calculated as a separate wall assembly with a default *U-factor* of 0.5. Where mechanical equipment has been tested in accordance with testing standards approved by the *authority having jurisdiction*, the mechanical equipment penetration area may be calculated as a separate *wall* assembly with the *U-factor* as determined by such test.

2. Exterior surfaces whose azimuth *orientation* and tilt differ by less than 45 degrees and are otherwise the same may be described as either a single surface or by using multipliers.
 3. The exterior *roof* surface shall be modeled using the aged solar *reflectance* and thermal *emittance* determined in accordance with Section 5.5.3.1.1(a). Where aged test data are unavailable, the *roof* surface may be modeled with a reflectance of 0.30 and a thermal *emittance* of 0.90.
 4. *Manual fenestration* shading devices, such as blinds or shades, shall be modeled or not modeled the same as in the *baseline building design*. Automatically controlled *fenestration* shades or blinds shall be modeled. Permanent shading devices, such as fins, overhangs, and light shelves shall be modeled.
 5. Automatically controlled *dynamic glazing* may be modeled. Manually controlled *dynamic glazing* shall use the average of the minimum and maximum *SHGC* and *VT*.
- b. *Infiltration* shall be modeled using the same methodology, air leakage rate, and adjustments for weather and *building* operation in both the *proposed design* and the *baseline building design*. These adjustments shall be made for each simulation time step and must account for but not be limited to weather conditions and *HVAC system* operation, including strategies that are intended to positively pressurize the *building*. The air leakage rate of the *building envelope* (l_{75Pa}) at a *fixed building* pressure differential of 0.3 in. of water shall be 0.4 cfm/ft². The air leakage rate of the *building envelope* shall be converted to appropriate units for the *simulation program* using one of the methods in Section G3.1.1.4.

Exceptions: When whole-*building* air leakage testing, in accordance with ASTM E779, is specified during design and completed after *construction*, the *proposed design* air

percent.

- b. **Opaque Assemblies.** *Opaque* assemblies used for new *buildings*, *existing buildings*, or additions shall conform with assemblies detailed in Appendix A and shall match the appropriate assembly maximum *U-factors* in Tables G3.4-1 through G3.4-8:
- Roofs--Insulation entirely above deck (A2.2).
 - Above-grade walls--Steel-framed (A3.3).
 - Below-grade walls--Concrete block (A4).
 - Floors--Steel-joist (A5.3).
 - Slab-on-grade floors shall match the *F-factor* for unheated slabs from the same tables (A6).
 - *Opaque door* types shall be of the same type of *constructions* as the *proposed design* and conform to the *U-factor* requirements from the same tables (A7).
- c. **Vertical Fenestration Areas.** For *building* area types included in Table G3.1.1-1, *vertical fenestration areas* for new *buildings* and additions shall equal that in Table G3.1.1-1 based on the area of gross *above-grade walls* that separate *conditioned spaces* and *semiheated spaces* from the exterior. Where a *building* has multiple *building* area types, each type shall use the values in the table. The *vertical fenestration* shall be distributed on each face of the *building* in the same proportion as in the *proposed design*. For *building* areas not shown in Table G3.1.1-1, *vertical fenestration area* for new *buildings* and additions shall equal that in the *proposed design* or 40% of gross *above-grade wall* area, whichever is smaller, and shall be distributed on each face of the *building* in the same proportions in the *proposed design*. The *fenestration area* for an *existing building* shall equal the existing *fenestration area* prior to the proposed work and shall be distributed on each face of the *building* in the same proportions as the *existing building*. For portions of those tables where there are no *SHGC* requirements, the *SHGC* shall be equal to that determined in accordance with Section C3.6(c).
- d. **Vertical Fenestration Assemblies.** *Fenestration* for new *buildings*, *existing buildings*, and additions shall comply with the following:
- *Fenestration U-factors* shall match the appropriate requirements in Tables G3.4-1 through G3.4-8 for the applicable glazing percentage for U_{all} .
 - *Fenestration SHGCs* shall match the appropriate requirements in Tables G3.4-1 through G3.4-8 using the value for $SHGC_{all}$ for the applicable

<p>leakage rate of the <i>building envelope</i> shall be as measured.</p>	<p>vertical glazing percentage.</p> <ul style="list-style-type: none"> • All <i>vertical fenestration</i> shall be assumed to be flush with the <i>exterior</i> wall, and no shading projections shall be modeled. • <i>Manual</i> window shading devices such as blinds or shades are not required to be modeled. <p>e. Skylights and Glazed Smoke Vents. <i>Skylight</i> area shall be equal to that in the <i>proposed design</i> or #%, whichever is smaller. If the <i>skylight</i> area of the <i>proposed design</i> is greater than 3%, baseline <i>skylight</i> area shall be decreased by an identical percentage in all <i>roof</i> components in which <i>skylights</i> are located to reach 3%. <i>Skylight orientation</i> and tilt shall be the same as in the <i>proposed design</i>. <i>Skylight U-factor</i> and <i>SHGC</i> properties shall match the appropriate requirements in Tables <u>G3.4-1</u> through <u>G3.4-8</u> using the value and the applicable <i>skylight</i> percentage.</p> <p>f. Roof Solar Reflectance and Thermal Emittance. The exterior <i>roof</i> surfaces shall be modeled using a solar <i>reflectance</i> of 0.30 and a thermal <i>emittance</i> of 0.90.</p> <p>g. Roof Albedo. All <i>roof</i> surfaces shall be modeled with a reflectivity of 0.30.</p>
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PART 3

3 Amendments to 2018 International Energy Conservation Construction Code Residential Provisions

3.1 Amendments to Section 401.2

R401.2 Compliance. Projects shall comply with one of the following:

1. The provisions of Sections R401 through R404.
2. The provisions of Sections R401 through R404 and the provisions of Section R408 (passive house).
3. The provisions of Section R406 (ERI).
4. For *Group R-2, Group R-3 and Group R-4 buildings*, the provisions of Section R405 (simulated performance) and the provisions of Sections R401 through R404 labeled “Mandatory.” The building energy cost shall be equal to or less than 80 percent of the standard reference design building.

3.2 Amendments to Table R402.1.2 Insulation and fenestration requirements by component

**Table R402.1.2
Insulation and Fenestration Requirements by Component^a**

Climate Zone	Fenestration U-factor ^h	Skylight U-factor ^h	Glazed fenestration SHGC ^h	Ceiling R-Value	Wood Frame Wall ^{b,c} R-Value	Mass Wall ^d R-Value	Floor R-Value	Basement Wall ^e R-Value	Slab ^f R-Value and Depth	Crawl Space Wall ^e R-Value
4	0.27	0.50	0.4	49	21 int. or 20+5 or 13+10	15/20	30 ^g	15/19	10,4 ft	15/19
5	0.27	0.50	NR	49	21 int. or 20+5 or 13+10	15/20	30 ^g	15/19	10,4 ft	15/19
6	0.27	0.50	NR	49	20+5 or 13+10	15/20	30 ^g	15/19	10,4 ft	15/19

NR = Not Required

For SI: 1 foot = 304.8 mm.

- a. R-values are minimums. U-factors and SHGC are maximums. Where insulation is installed in a cavity that is less than the label or design thickness of the insulation, the installed R-value of the insulation shall be not less than the R-value specified in the table.
- b. Int. (intermediate framings) denotes standard framing 16 inches on center. Headers shall be insulated with a minimum of R-10 insulation.
- c. The first value is cavity insulation, the second value is continuous insulation. Therefore, as an example, “13+10” means R-13 cavity insulation plus R-10 continuous insulation.
- d. Mass walls shall be in accordance with Section R402.2.5. The second R-value applies when more than half the insulation is on the interior of the mass wall.
- e. 15/19 means R-15 continuous insulation on the interior or exterior of the home or R-19 cavity insulation at the interior of the basement wall.
- f. R-10 continuous insulation shall be provided under the full slab area of a heated slab in addition to the required slab edge insulation R-value for slabs as indicated in the table. The slab edge insulation for heated slabs shall not be required to extend below the slab.
- g. Alternatively, insulation sufficient to fill the framing cavity and providing not less than an R-value of R-19.
- h. The fenestration U-factor column excludes skylights. The SHGC column applies to all glazed fenestration.

3.3 Amendments to Table R402.1.4 Equivalent U-factors

Table R402.1.4
Equivalent U-factors^a

Climate Zone	Fenestration U-factor	Skylight U-factor	Ceiling U-factor	Frame Wall U-factor	Mass Wall U-factor ^b	Floor U-factor	Basement Wall U-factor	Crawl Space Wall U-factor
4	0.27	0.50	0.026	0.045	0.056	0.033	0.050	0.042
5	0.27	0.50	0.026	0.045	0.056	0.033	0.050	0.042
6	0.27	0.50	0.026	0.045	0.056	0.033	0.050	0.042

a. Nonfenestration U-factors shall be obtained from measurement, calculation or an approved source.

b. Mass wall shall be in accordance with Section R402.2.5. Where more than half the insulation is on the interior, the mass wall U-factor shall not exceed 0.056.

3.4 Amendments to Section R402.2.2 Ceilings without attic spaces

R402.2.2 Ceiling without attic spaces. Where Section R402.1.2 requires insulation R-values greater than R-38 in the ceiling and the design of the roof/ceiling assembly does not allow sufficient space for the required insulation, the minimum required insulation R-value for such roof/ceiling assemblies shall be R-38. Insulation shall extend over the top of the wall plate to the outer edge of such plate and shall not be compressed. This reduction of insulation from the requirements of Section R402.1.2 shall be limited to 500 square feet (46 m²) or 20 percent of the total insulated ceiling area, whichever is less. This reduction shall not apply to the U-factor alternative approach in Section R402.1.4 and the Total UA alternative in Section R402.1.5.

3.5 Amendments to Section R402.4.1.1 Installation

R402.4.1.1 Installation. The components of the *building thermal envelope* as indicated in Table R402.4.1.1 shall be installed in accordance with the manufacturer's instruction and the criteria indicated in Table R402.4.1.1 as applicable to the method of construction. An approved agency shall inspect all components and verify compliance. The inspection shall include an open wall visual inspection of all components included in Table R402.4.1.1 and shall be installed so that the insulation material uniformly fills each cavity side-to-side and top-to-bottom, without substantial gaps or voids around obstructions, and is split, installed, or fitted tightly around wiring and other penetrations in the cavity. No more than 2 percent of the total insulated area shall be compressed below the thickness required to attain the labeled R-value or contain gaps or voids in the insulation.

3.6 Amendments to Section R403.3 Ducts

R403.3 Ducts. All ducts and air handlers shall be installed in accordance with Section R403.3.1 through R403.3.8, where applicable. The duct system in new buildings and additions shall be located in a conditioned space in accordance with Sections R403.3.7 (1) and R403.3.7 (2).

3.7 Addition of New Section R403.3.8 Duct system sizing (Mandatory)

R403.3.8 Duct system sizing (Mandatory). Ducts shall be sized in accordance with ACCA Manual D based on calculations made in accordance with Sections R403.7 and R403.8.

3.8 Amendments to Section R403.5 Service hot water systems

R403.5 Service hot water systems. Energy conservation measures for service hot water systems shall be in accordance with Sections R403.5.1 through R403.5.5

3.9 Amendments to Section R403.5.4 Drain water heat recovery units

R403.5.4 Drain water heat recovery units. Drain water heat recovery units shall have a minimum efficiency of 40 percent if installed for equal flow or a minimum efficiency of 52 percent if installed for unequal flow. Vertical drain water heat recovery units shall comply with CSA B55.2 and be tested and labeled in accordance with CSA B55.1 or IAPMO 346. Sloped drain water heat recovery units shall comply with IAPMO PS 92 and be tested and labeled in accordance with IAPMO 346. Potable water-side pressure loss of drain water heat recovery units shall be less than 3 psi for individual units connected to one or two showers. Potable water-side pressure loss of drain water heat recovery units shall be less than 2 psi for individual units connected to three or more showers.

3.10 Addition of New Section R403.5.5 Supply of heated water

R403.5.5 Supply of heated water. In new *buildings*, heated water supply piping shall be in accordance with one of the following:

R403.5.5.1 Maximum allowable pipe length method. The maximum allowable pipe length from the nearest source of heated water to the termination of the fixture supply pipe shall be in accordance with the maximum pipe length in Table R403.5.5.1. Where the length contains more than one size of pipe, the largest size shall be used for determining the maximum allowable length of the piping in Table R403.5.5.1.

R403.5.5.2 Maximum allowable pipe volume method. The water volume in the piping shall be calculated in accordance with Section R403.5.5.2.1. The maximum volume of hot or tempered water in the piping to public lavatory faucets shall be 2 ounces. For fixtures other than public lavatory faucets, the maximum volume shall be 64 ounces for hot or tempered water from a water heater or boiler; and 24 ounces for hot or tempered water from a circulation loop pipe or an electrically heat-traced pipe. The water volume in the piping shall be calculated in accordance with Section R403.5.5.2.1.

R403.5.5.2.1 Water volume determination. The volume shall be the sum of the internal volumes of pipe, fittings, valves, meters and manifolds between the source of hot water and the termination of the fixture supply pipe. The volume shall be determined from the “Volume” column of Table R403.5.5.1. The volume contained within fixture shutoff valves, flexible water supply connectors to a fixture fitting, or within a fixture fitting shall not be included in the water volume determination. Where hot or tempered water is supplied by a circulation loop pipe or a heat-traced pipe, the volume shall include the portion of the fitting on the branch pipe that supplies water to the fixture.

**Table R403.5.5.1
Pipe Volume and Maximum Piping Lengths**

Nominal Pipe or Tube Size (inch)	VOLUME (Liquid Ounces Per Foot Length)	Maximum Pipe or Tube Length		
		System without a circulation loop or heat-traced line (feet)	System with a circulation loop or heat-traced line (feet)	Lavatory faucets – public (metering and nonmetering (feet))
1/4 ^a	0.33	50	16	6
5/16 ^a	0.5	50	16	4
3/8 ^a	0.75	50	16	3
1/2	1.5	43	16	2
5/8	2	32	12	1
3/4	3	21	8	0.5
7/8	4	16	6	0.5
1	5	13	5	0.5
1 1/4	8	8	3	0.5
1 1/2	11	6	2	0.5
2 or larger	18	4	1	0.5

a. The flow rate for ¼-inch size pipe or tube is limited to 0.5 gallons per minute; for 5/16-inch size, it is limited to 1 gpm; for 3/8-inch size, it is limited to 1.5 gpm.

R403.5.5.3 Drain water heat recovery units. New buildings shall include a drain water heat recovery unit that captures heat from at least one shower, and such drain water heat recovery unit must have a minimum efficiency of 40 percent if installed for equal flow or a minimum efficiency of 52 percent if installed for unequal flow. Vertical drain water heat recovery units shall comply with CSA B55.2 and be tested and labeled in accordance with CSA B55.1 or IAPMO 346. Sloped drain water heat recovery units shall comply with IAPMO PS 92 and be tested and labeled in accordance with IAPMO 346. Potable water-side pressure loss of drain water heat recovery units shall be less than 3 psi for individual units connected to one or two showers.

Potable water-side pressure loss of drain water heat recovery units shall be less than 2 psi for individual units connected to three or more showers.

R403.5.5.4 Recirculation Systems. Projects shall include a recirculation system with no more than 0.5-gallon (1.9 liter) storage. The storage limit shall be measured from the point where the branch feeding the fixture branches off the recirculation loop to the fixture. Recirculation systems must be based on an occupant-controlled switch or an occupancy sensor, installed in each bathroom, which is located beyond a 0.5-gallon stored-volume range from the water heater.

3.11 Addition of New Section R403.6.2 Balanced and HRV/ERV systems (Mandatory)

R403.6.2 Balanced and HRV/ERV systems (Mandatory). In new buildings, every dwelling unit shall be served by a heat recovery ventilator (HRV) or energy recovery ventilator (ERV) installed per manufacturer's instructions. The HRV/ERV must be sized adequately for the specific application, which will include the building's conditioned area, and number of occupants.

Exception: In Climate Zone 4, a balanced *ventilation* system designed and installed according to the requirements of Section M1507.3 of the 2015 International Residential Code (IRC) that uses the return side of the building's heating and/or cooling system air handler to supply outdoor air, shall be permitted to comply with this section. When the outdoor air supply is ducted to the heating and/or cooling system air handler, the mixed air temperature shall not be less than that permitted by the heating equipment manufacturer's installation instructions. Heating and/or cooling system air handlers used to distribute outdoor air shall be field-verified to not exceed an efficacy of 45 W/CFM if using furnaces for heating and 58 W/CFM if using other forms of heating. In the balanced system design, an equivalent exhaust air flow rate shall be provided simultaneously by one or more exhaust fans, located remotely from the source of supply air. The balanced system's exhaust and supply fans shall be interlocked for operation, sized to provide equivalent air flow at a rate greater than or equal to that determined by IRC Table M1507.3.3(1) and shall have their fan capacities adjusted for intermittent run time per Table M1507.3.3(2). Continuous operation of the balanced *ventilation* system shall not be permitted.

3.12 Addition of New Section R403.6.3 Verification

R403.6.3 Verification. Installed performance of the mechanical *ventilation* system shall be tested and verified by an *approved agency* and measured using a flow hood, flow grid, or other airflow measuring device in accordance with Air Conditioning Contractors of America (ACCA) HVAC Quality Installation Verification Protocols – ANSI/ACCA 9Qlvp-2016.

3.13 Amendments to Section R404.1 Lighting equipment (Mandatory)

R404.1 Lighting equipment (Mandatory). Not less than 90 percent of the permanently installed lighting fixtures shall use lamps with an efficacy of at least 65 lumens per watt or have a total luminaire efficacy of at least 45 lumens per watt.

R404.1.1 Lighting equipment (Mandatory). Fuel gas lighting systems shall not have continuously burning pilot lights.

3.14 Addition of New Section R404.2 Electrical power packages (Mandatory)

R404.2 Electrical power packages (Mandatory). New buildings shall comply with the following:

1. Solar-ready zone. Detached one and two-family dwellings and townhouses where the conditioned space is greater than 1,400 square feet shall comply with the requirements of Appendix RA.
2. Electrical Vehicle Service Equipment Capable. Detached one or two-family dwellings and townhouses with parking area provided on the *building site* shall provide a 208/240V 40-amp outlet for each dwelling unit or panel capacity and conduit for the future installation of such an outlet. Outlet or conduit termination shall be adjacent to the parking area. For residential occupancies where there is a common parking area, provide either:
 - a. Panel capacity and conduit for the future installation of 208/240V 40-amp outlets for 5 percent of the total parking spaces, but not less than one outlet, or
 - b. 208/240V 40-amp outlets for 5 percent of the total parking spaces, but not less than one outlet.

3.15 Amendments to Table R406.4 Maximum Energy Rating Index

**Table R406.4
Maximum Energy Rating Index**

Climate Zone	Energy Rating Index ^a
4	50
5	50
6	50
a. Where <i>on-site renewable energy</i> is included for compliance using the ERI analysis of Section R406.4, the building shall meet the mandatory requirements of Section R406.2, and the building thermal envelope shall be greater than or equal to the levels of efficiency and SHGC in Table R402.1.2 or R402.1.4 of the 2015 <i>International Energy Conservation Code</i> .	

3.16 Addition of New Section R408 Passive House

Section R408 Passive House

R408.1 General. *Buildings* shall comply with either Section R408.1.1 or R408.1.2 and shall comply with Section R408.2.

R408.1.1. Passive House Institute US (PHIUS) Approved Software. PHIUS+. Passive Building Standard - North America, where Specific Space Heat Demand and (sensible only) Cooling Demand, as modeled and field-verified by a Certified Passive House Consultant, is less than or equal to 9kBTU/ft²/year. The *dwelling unit* shall also be tested with a blower door and found to exhibit no more than 0.05 CFM50/ft² or 0.08 CFM75/ft² of air leakage.

R408.1.2 Passive House Institute (PHI) Approved Software. Passive House Institute: Low Energy Building Standard, where Specific Space Heating and (sensible only) Cooling Demand is less than or equal to 9.5 kBTU/ft²/year, as modeled and field-verified by a Certified Passive House Consultant. The *dwelling unit* shall also be tested with a blower door and found to exhibit an *infiltration* rate of no more than 1.0 air changes per hour under a pressure of 50 Pascals.

R408.2 Documentation

1. If using the PHIUS software:
 - a. Prior to the issuance of a building permit, the following items must be provided to the *code official*:
 - i. A list of compliance features; and
 - ii. A statement that the estimated Specific Space Heat Demand is “based on plans.”
 - b. Prior to the issuance of a certificate of occupancy, the following item must be provided to the *code official*:
 - i. A copy of the final report submitted on a form that is approved to document compliance with PHIUS+ standards. Said report must indicate that the finished building achieves a Certified Passive House Consultant verified Specific Space Heat Demand of less than or equal to 9 kBTU/ft²/year.

2. If using the PHI software:
 - a. Prior to the issuance of a building permit, the following items must be provided to the *code official*:
 - i. A list of compliance features; and
 - ii. A statement that the estimated Specific Space Heating and Cooling Demand is “based on plans.”
 - b. Prior to the issuance of a certificate of occupancy, the following item must be provided to the *code official*:
 - i. A copy of the final report submitted on a form that is approved to document compliance with PHI standards. Said report must indicate that the finished building achieves a Certified Passive House Consultant verified Specific Space Heating or Cooling Demand is less than or equal to 9.5 kBtu/ft²/year.

3.17 Amendments to “ACCA” in Chapter 6 Referenced Standards

Manual D—16: Residential Duct Systems

R403.3.8

Manual J—16: Residential Load Calculation Eighth Edition

R403.7

Manual S—14: Residential Equipment Selection

R403.7

3.18 Addition of a new entry for “IAPMO” to Chapter 6 Referenced Standards

IAPMO **International Association of Plumbing and Mechanical Officials**
4755 E. Philadelphia St.
Ontario, CA 91761

IAPMO IGC 346:2017 Test Method for Measuring the Performance of Drain Water Heat Recovery Units

R403.5.4.3

IAPMO PS 92-2013: Heat Exchangers and Indirect Water Heaters

R403.5.4.3

3.19 Addition of a new entry for “PHI” to Chapter 6 Referenced Standards

PHI **Passive House Institute**
 Rheistrasse 44/46
 64283 Darmstadt, Germany

PHI 2016: Low Energy Building Standard, Version 9f
R408.1

3.20 Addition of a New Entry for “PHIUS” to Chapter 6 Referenced Standards

PHIUS **Passive House Institute US**
 116 West Illinois Street, Suite 5E
 Chicago, IL 60654, USA

PHIUS+ 2015: Passive Building Standard – North America
R408.1



State of New York

Andrew M. Cuomo, Governor

New York State Energy Research and Development Authority

Richard L. Kauffman, Chair | Alicia Barton, President and CEO

T/C COPY



architects + engineers

538 Broad Hollow Road | 4th Floor East
Melville, NY 11747

tel 631.756.8000

fax 631.694.4122

September 5, 2021

Town of Orangetown
Town Board
20 Greenbush Road
Orangeburg, NY 10962

**RE: Dominican College Athletic Complex Synthetic Turf Field
470 Western Highway, Orangeburg, NY 10962
Request for Watercourse Diversion Permit
Descriptive Project Narrative
H2M Project: LTGR2001**

To Whom It May Concern:

Dominican College, located at 470 Western Highway, Orangeburg, NY, is proposing to replace an existing grass athletic field with a new synthetic turf multi-use athletic field and six lane running track. The project scope also includes the erection of non-elevated angle frame bleachers (Approximately 270 seats) on reinforced concrete slab, a new press box, a new modular block wall below bleachers with fencing above, a new scoreboard and associated concrete and asphalt walkways. The concrete walkway will be ADA compliant. The site will be graded to balance cut and fill. Areas to be disturbed will be restored with topsoil and seed after construction.

The new field will include an underdrain system that will limit peak runoff from a 100 year storm to pre-construction rates. Temporary sediment and erosion control measures will be installed prior to construction including silt fences, inlet protection, and a stabilized construction entrance. As part of these improvements, we are proposing to relocate an existing drainage swale, including a portion that will be channeled through a 5' wide open bottom box culvert. To construct these improvements, we are requesting a watercourse diversion permit from the Town. We have provided the \$100 application fee and three sets of engineering plans for your review.

Please feel free to contact me at our office (631-756-8000 ext. 1312) if you have questions about the narrative or require additional information.

Very truly yours,

H2M architects + engineers

Matthew R. Mohlin, P.E.
Vice President
Department Manager-Civil Engineering

cc: Dominican College: A. Cipolla, J Corless, J Burke, Brian Quinn
LandTek: J Sulinski, S Kuzmiskas
H2M File, S Belfiore, R. Wildermuth, J Tomkins

X:\LTGR (Landtek Group)\LTGR2001\02-Permitting\Town of Orangetown\21-0826 watercourse diversion\watercourse diversion narrative.docx

DOMINICAN COLLEGE

ATHLETIC COMPLEX SYNTHETIC TURF FIELD

470 WESTERN HIGHWAY, ORANGEBURG, NY 10962

H2M PROJECT NO. LTGR 2001

July 26, 2021



DRAWING LIST

- SHEET CHANGES:**
- G00 COVER SHEET
 - C10 EXISTING CONDITIONS AND REMOVALS PLAN
 - C11 TREE REMOVAL PLAN
 - C12 TREE REMOVAL LIST
 - C20 DIMENSIONAL SITE PLAN
 - C30 GRADING AND DRAINAGE PLAN
 - C31 CULVERT SECTIONS
 - C40 LANDSCAPE PLAN
 - C50 EROSION AND SEDIMENT CONTROL PLAN
 - C60 SITE DETAILS
 - C70 BEACHER SITE PLAN, SECTION AND ELEVATIONS

H2M	architects + engineers
538 Broadway, 10th Floor East New York, NY 10012 631.756.8000 www.h2m.com	
DATE: JUL 26, 2021	AS SHOWN
DOMINICAN COLLEGE ATHLETIC COMPLEX SYNTHETIC TURF FIELD 470 WESTERN HIGHWAY, ORANGEBURG, NY 10962 SEC. 7.05, BLOCK 3, P/O LOTS 1.1 & 1.3	
NOT FOR CONSTRUCTION	
G0.0	

DEPARTMENT OF PLANNING

Dr. Robert L. Yeager Health Center
50 Sanatorium Road, Building T
Pomona, New York 10970
Phone: (845) 364-3434 Fax: (845) 364-3435

Douglas J. Schuetz
Acting Commissioner

Helen Kenny Burrows
Deputy Commissioner

November 19, 2021

Orangetown Town Board
26 Orangeburg Road
Orangeburg, NY 10962

Tax Data: 74.06-3-1.3 74.06-3-1.1

Re: GENERAL MUNICIPAL LAW REVIEW: Section 239 L and M

Map Date: 8/30/2021

Date Review Received: 10/12/2021

TOWN OF ORANGETOWN
2021 NOV 24 AM 10:09
TOWN CLERK'S OFFICE

Item: DOMINICAN COLLEGE WATERCOURSE DIVERSION (O-1594XX)

Watercourse diversion permit to allow the relocation of an unnamed watercourse located on two parcels totaling 12.5 acres in the R-40 zoning district. The watercourse is to be diverted to facilitate the replacement of an existing field with a synthetic turf, multi-use athletic field and a six lane track. A new press box, scoreboard, 270 seat non-elevated angle frame bleachers on a reinforced concrete slab, and associated concrete and asphalt walkways will also be installed.

West side of Western Highway, south side of Convent Road

Reason for Referral:

Western Highway (CR 15), Convent Road (CR 26), federal wetlands

The County of Rockland Department of Planning has reviewed the above item. Acting under the terms of the above GML powers and those vested by the County of Rockland Charter, I, the Commissioner of Planning, hereby:

****Recommend the following modifications***

- 1 As per their letter of November 8, 2021, a review of the stormwater management system must be completed by the Rockland County Department of Health to ensure compliance with the County Mosquito Code.
- 2 Prior to the start of construction or grading, all soil and erosion control measures must be in place for the site. These measures must meet the latest edition (November 2016) of the New York State Standards for Urban Erosion and Sediment Control.
- 3 There shall be no net increase in the peak rate of discharge from the site at all design points.

DOMINICAN COLLEGE WATERCOURSE DIVERSION (O-1594XX)

4 The application materials indicate a stormwater pollution prevention plan (SWPPP) was submitted. The SWPPP shall conform to the current regulations, including the New York State Stormwater Management and Design Manual (January 2015) and local ordinances.



Douglas J. Schuetz
Acting Commissioner of Planning

cc: Supervisor Teresa Kenny, Orangetown
United States Army Corps of Engineers
Rockland County Department of Highways
Rockland County Department of Health

H2M architects + engineers

**NYS General Municipal Law Section 239 requires a vote of a 'majority plus one' of your agency to act contrary to the above findings.*

The review undertaken by the Rockland County Planning Department is pursuant to, and follows the mandates of Article 12-B of the New York General Municipal Law. Under Article 12-B the County of Rockland does not render opinions, nor does it make determinations, whether the item reviewed implicates the Religious Land Use and Institutionalized Persons Act. The Rockland County Planning Department defers to the municipality forwarding the item reviewed to render such opinions and make such determinations if appropriate under the circumstances.

In this respect, municipalities are advised that under the Religious Land Use and Institutionalized Persons Act, the preemptive force of any provision of the Act may be avoided (1) by changing a policy or practice that may result in a substantial burden on religious exercise, (2) by retaining a policy or practice and exempting the substantially burdened religious exercise, (3) by providing exemptions from a policy or practice for applications that substantially burden religious exercise, or (4) by any other means that eliminates the substantial burden.

Proponents of projects are advised to apply for variances, special permits or exceptions, hardship approval or other relief.

Pursuant to New York State General Municipal Law §239-m(6), the referring body shall file a report of final action it has taken with the Rockland County Department of Planning within thirty (30) days after final action. A referring body which acts contrary to a recommendation of modification or disapproval of a proposed action shall set forth the reasons for the contrary action in such report.

THE SENATE
STATE OF NEW YORK



ELIJAH REICHLIN-MELNICK
SENATOR, 38TH DISTRICT

Albany Office:
617 Legislative Office Building
Albany, NY 12247
(518) 455-2991
Fax (518) 426-6737

Rockland Office:
20 South Main Street
New City, NY 10956
(845) 623-3627
Fax (845) 708-7701

Westchester Office:
2 Church Street, Ste. 210
Ossining, NY 10562
(914) 941-2041
Fax (914) 941-2054

E-Mail Address:
reichlin@nysenate.gov

Chair
Procurement and Contracts

Committees
Consumer Protection
Education
Investigations and Government Operations
Local Government
Transportation
Veterans, Homeland Security
and Military Affairs

September 24, 2021

The Honorable Theresa Kenney, Supervisor
Town of Orangetown
26 West Orangeburg Road
Orangeburg, New York 10962

Dear Supervisor Kenney:

It is my pleasure to inform you that I will be nominating the Town of Orangetown to receive a \$50,000 capital grant through the New York State and Municipal Facilities Capital Program (SAM) to upgrade the outdoor exercise stations at Veterans Memorial Park. I am thrilled to support this worthy investment!

Please be advised that the Governor's Division of Budget office (DOB), Dormitory Authority of the State of New York (DASNY), and other state agencies will still need to review and consent to this grant.

In order for DASNY to begin processing the grant, you must complete the Senate Preliminary Application, which will be electronically transmitted to you, in its entirety and return it to my Albany Office as soon as possible. Your grant will not become activated until this initial application is reviewed by my office as well as the Senate Finance Office and formally transmitted by them to DASNY. Once that occurs, DASNY will send you additional paperwork to be completed and returned to DASNY to move the grant forward. We strongly advise against expending any funds toward this project until you receive an executed contract or Grant Disbursement Agreement (GDA) from DASNY.

Please keep me informed of your progress on it as you move forward. In the meantime, if you have any questions regarding this funding, please do not hesitate to contact my Albany Office Director Amanda Fallon regarding this grant at (518) 455-2991 or fallon@nysenate.gov.

Sincerely,

A handwritten signature in black ink that reads "Elijah Reichlin-Melnick".

Senator Elijah Reichlin-Melnick
38th Senate District

THE SENATE
STATE OF NEW YORK



ELIJAH REICHLIN-MELNICK
SENATOR, 38TH DISTRICT

RECEIVED

OCT 06 2021

SUPERVISOR'S OFFICE

Chair
Procurement and Contracts

Committees
Consumer Protection
Education
Investigations and Government Operations
Local Government
Transportation
Veterans, Homeland Security
and Military Affairs

Albany Office:
617 Legislative Office Building
Albany, NY 12247
(518) 455-2991
Fax (518) 426-6737

Rockland Office:
20 South Main Street
New City, NY 10956
(845) 623-3627
Fax (845) 708-7701

Westchester Office:
2 Church Street, Ste. 210
Ossining, NY 10562
(914) 941-2041
Fax (914) 941-2054

E-Mail Address:
reichlin@nysenate.gov

September 24, 2021

The Honorable Theresa Kenney, Supervisor
Town of Orangetown
26 West Orangeburg Road
Orangeburg, New York 10962

Dear Supervisor Kenney:

It is my pleasure to inform you that I will be nominating the Town of Orangetown to receive a \$275,000 capital grant through the New York State and Municipal Facilities Capital Program (SAM) for the construction of Splash pad at Veterans Memorial Park. I am thrilled to support this worthy investment!

Please be advised that the Governor's Division of Budget office (DOB), Dormitory Authority of the State of New York (DASNY), and other state agencies will still need to review and consent to this grant.

In order for DASNY to begin processing the grant, you must complete the Senate Preliminary Application, which will be electronically transmitted to you, in its entirety and return it to my Albany Office as soon as possible. Your grant will not become activated until this initial application is reviewed by my office as well as the Senate Finance Office and formally transmitted by them to DASNY. Once that occurs, DASNY will send you additional paperwork to be completed and returned to DASNY to move the grant forward. We strongly advise against expending any funds toward this project until you receive an executed contract or Grant Disbursement Agreement (GDA) from DASNY.

Please keep me informed of your progress on it as you move forward. In the meantime, if you have any questions regarding this funding, please do not hesitate to contact my Albany Office Director Amanda Fallon regarding this grant at (518) 455-2991 or fallon@nysenate.gov.

Sincerely,

A handwritten signature in black ink that reads "Elijah Reichlin-Melnick".

Senator Elijah Reichlin-Melnick
38th Senate District

**AMENDMENT NUMBER ONE
TO THE
LICENSE/USE AGREEMENT
BETWEEN
FEDERAL EMERGENCY MANAGEMENT AGENCY REGION 2
AND
TOWN OF ORANGETOWN**

This is the first amendment to the Agreement between the Federal Emergency Management Agency Region 2 and the Town of Orangetown, dated September 30, 2021, for the use of the Orangetown Soccer Complex as a Disaster Recovery Center.

1. Paragraph V, *Duration*, is hereby replaced with the following:

This Agreement shall become effective upon execution, and expire no later than ~~December 7~~, 2021, unless terminated prior to that date with ~~10~~ 5 calendar days' notice from either party. The Agreement may be extended by mutual consent of the parties.

November 20

2. All other paragraphs of the Agreement remain unchanged unless previously amended.

AGREED:

**LAISUN M
YEE**
Lai Sun Yee
Federal Coordinating Officer
FEMA-4615-DR

Digitally signed by
LAISUN M YEE
Date: 2021.11.12
14:46:26 -05'00'



Teresa M. Kenny
Supervisor
Town of Orangetown

Date

11/12/2021

Date

TOWN OF ORANGETOWN
SPECIAL USE PERMIT FOR USE OF TOWN PROPERTY/ITEMS

PERMIT # 21-SP-050

RECEIVED

NOV 8 2021

Orangetown Police Department

EVENT NAME: Village of Suffern Christmas Parade
APPLICANT NAME: Village of Suffern - Catymills
ADDRESS: 61 Washington Avenue, Suffern, NY 10901
PHONE #: 845-357-7943 CELL # 845-494-6718 FAX # _____

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

The above event will be held on 12/4/21 from 6³⁰ PM to 8³⁰ PM RAIN DATE: 12/5/21

Location of event: Lafayette Avenue, Suffern, NY

Sponsored by: Village of Suffern Telephone #: 845-357-7943

Address: 61 Washington Avenue, Suffern, NY 10901

Estimated # of persons participating in event: 1,000 vehicles 60+

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

Catymills - 845-357-7943

Signature of Applicant: Catymills Date: 11/2/21

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Letter of Request to Town Board requesting aid for event - Received On: 11/3/21

Certificate of Insurance - Received On:

FOR HIGHWAY DEPARTMENT USE ONLY:

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

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

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

Route/Map/Parking Plan: Y / N - Received On: X

RFS #: 51794 BARRICADES: Y / N CONES: Y / N TRASH BARRELS: Y / N OTHER: _____

APPROVED: [Signature] 11-4-21 11-4-21 DATE: _____
Superintendent of Highways

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

Show Mobile: Y / N - Application Required: _____ Fee Paid - Amount/Check # ✓

Port-o-Sans: Y / N Other: _____

APPROVED: [Signature] DATE: 11/8/2021
Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

Police Detail: Y / N Items: _____

APPROVED: [Signature] DATE: 11/08/2021
Chief of Police

** Please return to the Highway Department to be placed on the Town Board Workshop **

Workshop Agenda Date: _____ Approved On: _____ TBR #: _____

RECEIVED

NOV 03 2021

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

RECEIVED

NOV 10 2021

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT



Cathy Mills
Recreation Director

VILLAGE OF SUFFERN RECREATION

61 WASHINGTON AVENUE
SUFFERN, NEW YORK 10901

WWW.SUFFERNNY.GOV

TOWN OF
SUFFERN

TEL: (845) 357-7943
Email: cmills@suffernny.gov

November 2, 2021

Teresa Kenny
Supervisor, Town of Orangetown
26 West Orangeburg Road
Orangeburg, NY 10962

Supervisor Kenny,

The Village of Suffern will be hosting our annual Christmas Parade on Saturday, December 4th at 6:30pm. The parade will travel up Lafayette Avenue in the Village of Suffern.

We would like to request barriers from the Town of Orangetown, so that we can block off the streets, ensuring safety for all those in attendance that evening.

Our DPW can pick up the barriers the week of the parade, and return them the following week to your facility.

We thank you for your assistance with this community event. Please join us that evening, as we celebrate the holidays in the Village of Suffern.

Sincerely,

Cathy Mills



Application for Showmobile Use

Showmobile Requirements

Applications must be submitted to the Parks & Recreation Office no later than 8 weeks prior to your event in order to be placed on a Town Board agenda.

There are two pages to this application. Please read and understand all items listed on page 1 (this page) and upload your certificate of insurance.

Click "next" to advance to page 2 and fill out all requested information.

Upload Certificate of Insurance * Certificate of Insurance.pdf 86.02KB

Before completing the Showmobile Request Form, please be aware of the following:

- + The total area needed for the Showmobile is a space 50 feet in length, 15 feet in width and 25 feet in height.
- + 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).
- + The lights require a 110 volt, 20 amp circuit to plug into within 150 feet of the right front side of the Showmobile. Additional electrical equipment must be plugged into a separate circuit.
- + The Showmobile must be parked in a relatively level space. The placement of the Showmobile is at the discretion of the Orangetown Parks & Recreation staff. Although every effort will be made to meet requests, this equipment does not go off road, over curbing, on uneven ground or over rough terrain.
- + The area must be free of obstructions such as overhanging tree limbs, electrical wires, etc.
- + The tow vehicle must remain with the Showmobile for the duration of the event.
- + In the event of winds in excess of 30 MPH, the stage canopy must be closed.
- + The Town seal is not to be covered and no nails, staples, tacks or tape may be used to attach any items to the Showmobile)
- + The organization will receive an emailed invoice after their event is complete. Payment is expected no later than 14 days after receipt of invoice.
- + A member of the organization renting the unit must be on site at time of arrival for proper set up as well as time of departure to assure all event tasks have been completed (i.e. removal of equipment)
- + Any changes/cancellations (unless otherwise agreed upon) to the event must be made 24 hours in advance by contacting Mark Albert at malbert@orangetown.com.

Additional Requirements:

- + Certificate of insurance required. Must name the Town of Orangetown as additionally insured.
- + Rental Costs: \$500.00 plus labor.

Showmobile Application

Event Information

Event/Festival Name *	Winter Wonderland Family Festival		
Event Location Name *	St Thomas Aquinas College		
Event Address *	Street Address		
	St Thomas Aquinas College		
	Address Line 2		
	125 Route 340, Sparkill		
	City	State / Province / Region	
	New Y T ork	New York	
	Postal / Zip Code	Country	
	10976	Canada	
Setup Date & Time *	12/4/2021		
	02:00:00 PM		
Take-Down Date & Time *	12/4/2021		
	08:00:00 PM		
Stair Arrangement *	<input checked="" type="radio"/> Right side of stage <input type="radio"/> Left side of stage <input type="radio"/> Front of stage <input type="radio"/> Not Sure		
Set-up Info *	Please describe in detail what the stage will be used for and how you intend to set it up. If you have a rain date, please list it here so long as all the information above is the same. Music for the festival, setup provided by the musicians		
Placement *	<input checked="" type="radio"/> Pavement <input type="radio"/> Grass/Field <input type="radio"/> Other		

Applicant Information

Applicant's Name *	Angela McDonnell
Organization Name *	St Thomas Aquinas College
Organization Address *	St Thomas Aquinas College, 125 Route 340, Sparkill
Organization City *	New Y T ork
Organization State *	New York
Phone (w) *	9176351025
Phone (c) *	9176351025
Email *	amcdonne@stac.edu

Signature *

Angela McDonnell

By checking this box and submitting this form, I acknowledge I have read, understand, accept, and agree to the above terms and conditions.

*

I accept the terms and conditions



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/21/2021

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with PRODUCER (CLG Insurance - Mahwah), CONTACT NAME, PHONE, FAX, E-MAIL ADDRESS, INSURER(S) AFFORDING COVERAGE, and NAIC #.

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.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, and Abuse & Molestation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The Town of Orangetown is included as additional insureds under the General Liability as per the written agreement with regard to work performed by the named insured.

CERTIFICATE HOLDER

CANCELLATION

Table for Certificate Holder (Town of Orangetown) and 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).



Portable Toilet Request Form

The Town of Orangetown accepts requests for portable toilets from not-for-profit groups for their events and programs. Applications must be submitted 8 weeks prior to the event. In case of any changes, the organization must contact Mark Albert at malbert@orangetown.com no later than 48 hours prior to the event.

Event Information

Event Name * Orangeburg VFD Holiday Parade

Event Location Name * 61 Dutch Hill Road

Event Address * Street Address
61 Dutch Hill Road

Address Line 2

City

Orangeburg

Postal / Zip Code

10962

State / Province / Region

NY

Country

United States

Event Start Date * 12/11/2021
11:00:00 AM

Event End Date * 12/11/2021
09:00:00 PM

Set-up Info * Please describe the exact location the units should be placed on the event site
One at Intersection of Edgewood Drive & Edgewood Circle
Two at the Intersections of Edgewood Lane and Edgewood Drive - east and west
Two, including one handicap at firehouse located at 61 Dutch Hill Road ,

Number of regular units required * 4

Number of ADA units required * 1

Total Number of units required * 5

Applicant Information

Applicant First Name * Peter

Applicant Last Name * Byrne

Organization Name * Orangeburg Fire Department

Organization Not For Profit?* Yes
 No

Organization Address*

Street Address

61 Dutch Hill Road

Address Line 2

City

Orangeburg

Postal / Zip Code

10962

State / Province / Region

NY

Country

United States

Phone (w)*

18457214267

Phone (c)*

18457214267

Email*

Pbyrne@orangeburgfd.org

Certificate of Insurance*

Holiday Parade 2021 Town Application .pdf

1.64MB

Certificate must list the Town of Orangetown as additional Insured

Signature*



Peter Byrne



Application for Showmobile Use

Showmobile Requirements

Applications must be submitted to the Parks & Recreation Office no later than 8 weeks prior to your event in order to be placed on a Town Board agenda.

There are two pages to this application. Please read and understand all items listed on page 1 (this page) and upload your certificate of insurance.

Click "next" to advance to page 2 and fill out all requested information.

Upload Certificate of Insurance * Holiday Parade 2021 Town Application .pdf 1.64MB

Before completing the Showmobile Request Form, please be aware of the following:

- + The total area needed for the Showmobile is a space 50 feet in length, 15 feet in width and 25 feet in height.
- + 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).
- + The lights require a 110 volt, 20 amp circuit to plug into within 150 feet of the right front side of the Showmobile. Additional electrical equipment must be plugged into a separate circuit.
- + The Showmobile must be parked in a relatively level space. The placement of the Showmobile is at the discretion of the Orangetown Parks & Recreation staff. Although every effort will be made to meet requests, this equipment does not go off road, over curbing, on uneven ground or over rough terrain.
- + The area must be free of obstructions such as overhanging tree limbs, electrical wires, etc.
- + The tow vehicle must remain with the Showmobile for the duration of the event.
- + In the event of winds in excess of 30 MPH, the stage canopy must be closed.
- + The Town seal is not to be covered and no nails, staples, tacks or tape may be used to attach any items to the Showmobile)
- + The organization will receive an emailed invoice after their event is complete. Payment is expected no later than 14 days after receipt of invoice.
- + A member of the organization renting the unit must be on site at time of arrival for proper set up as well as time of departure to assure all event tasks have been completed (i.e. removal of equipment)
- + Any changes/cancellations (unless otherwise agreed upon) to the event must be made 24 hours in advance by contacting Mark Albert at malbert@orangetown.com.

Additional Requirements:

- + Certificate of insurance required. Must name the Town of Orangetown as additionally insured.
- + Rental Costs: \$500.00 plus labor.

Showmobile Application

Event Information

Event/Festival Name * 2021 Annual Holiday Parade

Event Location Name * Orangeburg Fire House

Event Address *

Street Address
61 Dutch Hill Road
Address Line 2

City State / Province / Region
Orangeburg NY

Postal / Zip Code Country
10962 United States

Setup Date & Time * 12/11/2021
04:00:00 PM

Take-Down Date & Time * 12/11/2021
08:00:00 PM

Stair Arrangement *

Right side of stage
 Left side of stage
 Front of stage
 Not Sure

Set-up Info *

Please describe in detail what the stage will be used for and how you intend to set it up. If you have a rain date, please list it here so long as all the information above is the same.

Stage will be on Dutch Hill Road across from the firehouse but facing the fire house.
This will be the stage for the annual Holiday Parade

Placement *

Pavement
 Grass/Field
 Other

Applicant Information

Applicant's Name * Peter W Byrne

Organization Name * Orangeburg Fire Department

Organization Address * 61 Dutch Hill Road

Organization City * Orangeburg

Organization State * New York

Phone (w) * 8457214267

Phone (c) * 18457214267

Email * Pbyrne@orangeburgfd.org

Signature*

Peter W Byrne

By checking this box and submitting this form, I acknowledge I have read, understand, accept, and agree to the above terms and conditions.

*

I accept the terms and conditions

CARETAKER MAINTENANCE AGREEMENT
For NIKE PARK
Between
TOWN OF ORANGETOWN
And
LOUIS CAPUTO, CARETAKER
FOR YEAR 2022

THIS CARETAKER MAINTENANCE AGREEMENT, is made the ____ day of _____, 2022, by and between the TOWN OF ORANGETOWN, a municipal corporation, in the State of New York, with its office and principal place of business in the Town Hall, 26 Orangeburg Road, Orangeburg, New York, party of the first part, hereinafter referred to as the "TOWN" and LOUIS CAPUTO, party of the second part, hereinafter referred to as, "CARETAKER."

W I T N E S S E T H :

WHEREAS, the Town is the owner of certain property located at 2 Nike Lane, Orangeburg, New York, (with a mailing address at 2 Nike Lane, Nyack, New York) on the Nike Park property in Orangeburg, New York.

WHEREAS, the Town wants to save the Property from disrepair by entering into an agreement for repair, renovation, maintenance and upkeep that will in the short-run secure and weather proof the structure, and in the long-run, repair and restore and aesthetically improve the Property.

WHEREAS, the Town desires to protect the property from vandalism and theft and desires to enhance the Nike Park for the benefit of the public,

WHEREAS, the Town has determined that a portion of the property is surplus to present Town needs, and

WHEREAS, the Caretaker's presence on the property will further the purpose of enhancing the Nike Park for the benefit of the public,

WHEREAS, LOUIS CAPUTO is desirous of acting as Caretaker for the apartment residence, with storage unit, located at 2 Nike Lane, Orangeburg, New York 10962, (with a mailing address of 2 Nike Lane, Nyack, New York 10960) on the grounds of Nike Park, Orangeburg, New York;

NOW, THEREFORE, in consideration of the promises and covenants herein contained, it is agreed as follows:

1. PROPERTY: The property is identified as 2 Nike Lane, Orangeburg, New York on the grounds of Nike Park in Orangeburg, New York. The apartment residence contains approximately twenty-two hundred (2,200) square feet.

2. CONDITION OF THE PREMISES: Caretaker acknowledges that this agreement is a “Caretaker Maintenance Agreement” and accepts the property in “as-in” condition. The Town is not responsible for, nor is it required to make, any repairs or to perform maintenance upon the Property, except as expressly provided for herein. The Town makes no representation as to the condition of the personal property or the equipment now on the premises. However, any personal property which is the property of the Town now upon the premises, or replacement thereof, shall remain the property of the Town of Orangetown, and upon the termination of the term hereof, shall be returned to the Town in the same condition as present, reasonable wear and tear excepted.

a. Caretaker acknowledges that the primary purpose of this Agreement is to ensure that the property is maintained and cared for so that it is an asset to the community.

3. TERM: This agreement shall commence on January 1, 2022 and expire on December 31, 2022, unless sooner terminated as herein provided. Notwithstanding the foregoing, in the event that all or a portion of the property is needed for public purposes, the Town may terminate this agreement as to all or a portion of the property upon not less than thirty (30) days notice to Caretaker. Caretaker acknowledges and agrees that if the Town terminates the Agreement, Caretaker is not entitled to any compensation for such termination. Caretaker may at its election, terminate this Agreement term upon thirty (30) days advance written notice to the Town. Caretaker (and anyone occupying the residence permissively with the Caretaker as provided herein) must by the date given in the applicable notice vacate and terminate its use of, and/or presence upon, the portion of the Property for which the Agreement is being terminated in accordance with the provisions of Section 14 entitled “Surrender of Possession”.

4. FEE: The Caretaker shall pay the Town a **monthly fee of ONE THOUSAND TWO HUNDRED THIRTY-FIVE AND 88/100 (\$1,235.88) DOLLARS**. This fee is due on the first (1ST) day of each and every month; the fee is payable to the “Town of Orangetown” and submitted by hand delivery or mailed to the Director of Parks, Recreation and Buildings, 81 Hunt Road, Orangeburg, New York.

5. USE OF THE PROPERTY:

a. The property will be used by the Caretaker solely as a single family residence with storage unit. The apartment is the only structure that may be used as a residence and may only be occupied by Caretaker and his immediate family.

b. The Caretaker shall be allowed to have guests at the premises while the Caretaker is present. In any case, the length of stay of any one (1) guest shall not exceed two (2) weeks.

c. The Caretaker may keep up to two (2) registered personal vehicles in the driveway of the residence.

d. Caretaker will not use the Property, nor permit the Property to be used, for any disorderly or unlawful purposes or in any manner offensive to others and will comply with all applicable Federal, State, County and local laws and ordinances. Caretaker expressly agrees not to allow or permit controlled dangerous substances of any type, or paraphernalia used in connection with controlled dangerous substances, on the Property.

e. The Caretaker shall not suffer the same to be occupied for any business purpose, and in the event of the breach thereof, the term of the agreement shall immediately cease and terminate, at the sole option of the Town, as if it were an expiration of the original term.

f. The Property may not be used by the Caretaker or anyone other than the Town to generate revenue unless the Town has first approved such use and any revenue generated by such approved use shall belong to the Town. The Town may agree in its approval of any such use to allow Caretaker to recoup approved costs that it incurs in connection with such revenue generating use.

g. The Caretaker shall provide written notification to the Orangetown Police Department and the Division of Parks, Recreation and Buildings at least three (3) days prior to any time when the residence will be unoccupied for more than a twenty-four (24) hour period. Prior written approval from the Superintendent of Parks, Recreation and Buildings will be required for a substitute individual to assume the responsibilities during the Caretaker's absence.

6. CONSIDERATION: The parties are entering into this Agreement in consideration of the mutual undertakings provided for herein, each of which is deemed to be material and significant consideration. It is a material inducement to the Town that the Caretaker shall manage, arrange for and/or perform the work to take care of and maintain the Property in a good, safe, clean and neat condition in accordance with the terms of this Agreement, and that Caretaker perform any repairs, renovations, and ongoing maintenance provided for herein. Failure to repair, maintain or renovate the Property in accordance with the Agreement is a material breach and grounds for termination of the Agreement. Caretaker shall receive no financial compensation from Town as a result of this Agreement. The lodging provided herein is furnished on the Town's premises solely for the convenience of the Town. The Town's provision for lodging shall terminate the earlier of the time set forth herein or upon the Caretaker's termination, transfer or resignation from his/her employment.

7. RENOVATION, REPAIR, MAINTENANCE AND CARETAKER SERVICES:

a. Caretaker is acting as a caretaker of the Property and is fully responsible, at Caretaker's sole risk and expense, to perform maintenance, repair, and/or replacement necessary for the Property to be in a good, safe condition.

b. A written report detailing maintenance activities will be submitted to the Department of Parks, Recreation and Buildings on a monthly basis on the form provided herein as **Appendix “A”**.

c. The Caretaker shall assist the Orangetown Department of Parks, Recreation and Buildings in preserving and maintaining any structures on the site and the use thereof, including, but not limited to the meeting room building, public restrooms and rooms used by various groups, and the scheduling of same. In no way should these areas be open to the public when not in use.

d. As substantial consideration for the right to occupy the Property, Caretaker assumes, at Caretaker's exclusive risk and expense, full responsibility for the maintenance and repair of, including but not limited to, the building and equipment, fixtures, windows, floors, walls, electrical systems, heating (excluding repairs to the boiler), air conditioning systems (if any), and plumbing systems (consisting of interior fixtures such as faucets, sink(s), toilet(s) and bathtub).

e. The Caretaker shall maintain the premises at Caretaker's own expense and cost, making all repairs to the interior of the demised premises, excluding repairs to the boiler. These shall include, but not be limited to floor coverings, refrigerator, air-conditioning, interior painting, stoves, sinks and cabinets. Further, the Caretaker shall maintain all screens, windows and doors, including glass, in proper working condition and good order and shall take reasonable measures to prevent the water system from freezing during the winter months. The premises are to be maintained in a high quality manner, subject to inspection by the Department of Parks, Recreation and Buildings and all changes to the residence, including, but not limited to, decorating changes, shall be subject to the prior written approval by the Department of Parks, Recreation and Buildings.

f. The Caretaker is fully responsible at Caretaker' sole risk and expense, for all operating expenses for the Property, including, but not limited to, trash removal, pest control, grounds maintenance, preventative maintenance, day-to-day minor and major maintenance, tree removal (but only with Town consent), and repair or replacement of equipment necessary to the security of the Property. Trash removal resulting from public use of the park will be removed by the Department of Parks, Recreation and Buildings,

g. The Caretaker shall be responsible for all lawn cuttings and trimmings on the property immediately surrounding the residence. The Town has supplied a riding tractor/lawn mower for Caretaker's use. Additionally, the Caretaker shall be responsible for pruning the trees and shrubs on the property, as well as taking care of the watering of the garden areas.

h. The Caretaker shall be responsible for removing snow from the porches, entrances, exits and walkways to the residence. The Town has supplied a snowblower for Caretakers use in removal

of snow. The Department of Parks, Recreation and Buildings will be responsible for plowing the driveway on the premises during the normal workweek after the snow has stopped.

i. The Town has the right to inspect, review and approve all work, materials and contractors being used on the Property. Any work performed by the Caretaker's is subject to the following conditions: Caretaker must perform or cause to be performed all repairs, renovations and other work permitted hereunder in a good, safe, workmanlike manner.

j. Caretaker must not allow any liens to attach to the Property.

k. The Caretaker shall maintain watchful care over the park property, buildings and equipment and contact the Orangetown Police Department when the need arises. Caretaker shall notify the Orangetown Police Department when alerted to any potential violation of Town laws and regulations relating to proper park use, including, but not limited to Chapter 7A of the Code of the Town of Orangetown. (Town Code, Chapter 7A, can be found at: <https://www.ecode360.com/26862827>).

l. Applicable Laws and Regulations: The Caretaker shall be responsible for observing any and all laws, rules, regulations, codes and statutes relating to the work to be performed on the Property, and shall be responsible for obtaining all necessary permits as required to complete the work.

m. Hazardous Materials: Due to the age of some of the structures on the Property, Caretaker acknowledges that lead based paint, asbestos, and other hazardous materials may exist within or upon the Property. The Caretaker shall be responsible for compliance with all applicable codes, rules, laws and regulations relating to the removal, mitigation or encapsulation of any such materials, at the Caretaker's risk and expense. Upon discovering any such material, Caretaker shall immediately provide the Town with written notice of the presence of such material. Any removal, handling or encapsulation of such material must be in accordance with a plan first approved by the Town. Caretaker shall also take all necessary measures to protect any individuals who may be exposed to such materials while on the Property, during or following any repair/renovation period.

8. FUTURE CHANGES OR IMPROVEMENTS TO THE PROPERTY:

a. Any improvements, modifications, attachments and appurtenances made to the premises by the Caretaker shall become the sole and exclusive property of the Town on termination of this Agreement. Any alterations or improvements shall be done at the expense of the Caretaker and are permitted only with the prior written consent and approval of the Town of Orangetown regarding the plans and specifications submitted by Caretaker. No allowance will be granted by Town for Caretaker's cost of improvements except by specific written agreement approved in advance. Any such Agreement shall become a part of this Agreement.

b. Prior to the commencement of construction of any improvement, fixture or appurtenance, Caretaker must submit to the Town Board, a development plan consisting of complete plans, drawings, and specifications, showing the location, type of construction and external appearance of said facility or facilities, at least forty-five (45) days prior to beginning work. Caretaker's submittal must be of sufficient detail and content to permit the Town Board to fully evaluate Caretaker's anticipated project. The Town Board will respond in writing to Caretaker's submission within forty-five (45) days of the receipt of all required documentation. The Town reserves the right to deny approval of any and all improvements proposed by Caretaker. All improvements shall conform to and comply with the development plan as approved.

- i. In the event of an emergency need for major repair or improvement, Caretaker will notify the Town Superintendent of Parks and Recreation immediately, and the Town Superintendent of Parks and Recreation will respond within an appropriate period of time, as dictated by the emergency situation and by the requirements of this Agreement.
- ii. The Town has the right to inspect all work and materials before, during and after construction.
- iii. The total cost of all such changes or improvements will be borne solely by Caretaker. Caretaker will be solely responsible for obtaining any and all permits and licenses from all appropriate County, State, and/or municipal authorities.

9. RESPONSIBILITIES OF CARETAKER: Caretaker covenants and agrees as follows:

a. Caretaker will submit a monthly written report detailing maintenance activities to the Department of Parks, Recreation and Buildings by the first day of the month.

b. Caretaker shall not strip, overload, damage or deface the Property, hallways, stairways or other approaches thereto or the fixtures thereupon or used therewith, nor suffer or permit any waste in or upon said Property.

c. Caretaker shall not keep gasoline or other flammable material or any explosive within the residence portion of the Property which will increase the rate of all risk insurance on the Property beyond the ordinary risk established for the type of operations described herein. Any such increase in the insurance rate due to the above, or due to Caretaker's special operations within the Property, shall be borne by Caretaker. The Caretaker shall not, nor shall the Caretaker permit other persons to do anything on or in said premises, or bring anything into said premises, or permit anything to be brought into said premises, or to be kept therein which will, in any way, increase the rate of fire insurance on said premises.

d. Caretaker shall not willfully do any act or thing in or about the Property which may make void or voidable any insurance on the Property, and Caretaker agrees to conform to all rules and

regulations established from time to time by the Town, the County, New York State or any other authority having jurisdiction over such matters.

e. Caretaker shall not use the Property or allow the Property to be used or any part thereof for any illegal, unlawful or improper purpose or for any activity which will constitute a public or private nuisance to adjacent properties or the adjacent neighborhood.

f. Caretaker shall not place upon the Property any placard, sign, lettering or awning except such, and in such place and manner as shall have been first approved in writing by the Town, and provided that the Caretaker complies with all relevant local ordinances and regulations.

g. The Caretaker shall not suffer the same to be occupied for any business purpose, and in the event of the breach thereof, the term of the agreement shall immediately cease and terminate, at the sole option of the Town, as if it were an expiration of the original term.

h. Caretaker acknowledges that all responsibilities of Caretaker relating to the use or misuse of the Property and anything therein shall be construed to include use or misuse thereof by Caretaker's agents, employees, contractors, subcontractors, roommates and invitees.

i. Caretaker shall comply with all reasonable rules and regulations with regard to the use of the Property that may be from time to time promulgated by the Town and any violation of said rules and regulations shall be deemed to constitute a violation of this Agreement. It is understood that such rules and regulations shall not unreasonably interfere or prevent the intended uses of the Property as set forth in this Agreement.

10. UTILITIES: The Town shall be responsible for the payment of the fuel oil and electric bill; water is provided by a well.

11. CONDITION OF THE PROPERTY:

a. AS-IS CONDITION: The Caretaker accepts the Property in its "as is" condition. The Town makes no representation or warranties as to habitability or fitness for a particular purpose. Caretaker agrees that it has no claim for breach of any covenant of quiet enjoyment or habitability arising out of the condition of the Property. The Caretaker agrees to maintain the Property in good condition and state of repair and free of clutter throughout the term of this Agreement and any extensions thereof. The Caretaker agrees to keep the Property clean and neat in appearance at all times. The Caretaker shall not suffer or commit any waste to, in or upon said Property or fixtures, nor commit waste with regard to utilities furnished by the County. The Caretaker shall be liable for and make repairs to the Property, fixtures and appliances belonging thereto, resulting from damage by misuse or neglect of the Caretaker, the Caretaker's agents, servants or invitees. No improvement or alteration of the Property shall be made without the prior written consent of the Town. The Town shall not be responsible for any work or materials furnished on or to said Property, and Caretaker has no authority to incur any debt or make any charge against the Town or

to create any lien upon said Property for any work or materials furnished to the Property. The Caretaker shall give the Town prompt notice of any defects in or accidents to the structures, plumbing, electrical wiring, heating or air conditioning apparatus or any other part of said Property in order that the same can be repaired with due diligence. The Town makes no representation as to the condition of the personal property or the equipment now on the premises. However, any personal property which is the property of the Town now upon the premises, or replacement thereof, shall remain the property of the Town of Orangetown, and upon the termination of the term hereof, shall be returned to the Town in the same condition as present, reasonable wear and tear excepted.

b. Excavation Prohibited: Without the express written consent of the Town, the Caretaker shall not cause, permit or suffer any grading, alteration, excavation, subsoiling, drainage improvement, or other undertaking which would materially disturb the surface or subsurface of the ground on the Property.

12. INSURANCE: The Town shall not be responsible for any losses incurred by the Caretaker in connection with the premises, by theft, vandalism or otherwise and mandates that the Caretaker maintain an insurance policy covering the property. A copy of said policy shall be delivered to the Department of Parks, Recreation and Buildings prior to occupying the premises.

a. Caretaker agrees to obtain and maintain, during the full term of this Agreement, a policy of liability insurance with a minimum limit for bodily injury and property damage in the amount of ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS per occurrence issued by an insurance company licensed in the State of New York and acceptable to the Town.

b. Additional Insured: The Town of Orangetown shall be named an additional insured under this policy.

c. Policy Cancellation: Forty-five (45) days written notice, to the Town of Orangetown Office of Parks and Recreation, of cancellation or material change of any of the policies is required.

d. The Caretaker shall, no later than ten (10) days from the execution term of this Agreement pursuant to Paragraph 3 hereof, deliver to the Town the said policies or certificates of insurance evidencing the coverage hereinabove stated. The Caretaker has the obligation to assure that the Town has a valid unexpired certificate of insurance.

13. DEFAULT:

a. Caretaker shall be considered in default of this Agreement upon the occurrence of any of the following:

i. Failure to perform under any term, covenant or condition of this Agreement ("breach") and the continuance thereof for thirty (30) days after written notice from

the Town specifying said failure, unless the exigencies of the circumstances require a shorter time for rectifying the breach.

- ii. The commencement of any action or proceeding for the dissolution or liquidation of Caretaker, or for the appointment of a receiver or trustee of Caretaker's property, and the failure to discharge any such action within thirty (30) days.
- iii. The making of any assignment for the benefit of Caretaker's creditors.
- iv. The abandonment of the Property by Caretaker.

b. In the event that the Caretaker shall be in default as hereinabove stated, and shall fail to cure the breach within thirty (30) days (or such shorter time as the exigencies of the circumstances may require) after written notice from the Town (or such period as may be reasonably required to correct the breach with exercise of due diligence), then and in every such case thenceforth, at the option of the Town or the Town's assigns, the Caretaker's right of use and possession shall thereupon end, and the Town may proceed to recover possession under the laws of the State of New York (free and clear of Caretaker and any roommates) and seek any other remedy to which the Town may be entitled under this Agreement and under the laws of the State of New York.

14. SURRENDER OF POSSESSION: Caretaker covenants, at the expiration or other termination of this Agreement, or upon the Town's recovery of possession of the Property, to remove all personal property from the Property not the property of the Town, and to yield up to the Town, the Property and all keys, locks and other fixtures connected therewith (except furnishings belonging to Caretaker) in good repair, order and condition in all respects, reasonable wear and use thereof and damage by fire or other casualty and damage from any risk with respect to which Caretaker is not herein expressly made liable excepted. All improvements made upon and fixtures installed upon the Property will be the property of the Town.

15. ABANDONMENT: If at any time during the period of occupancy, Caretaker abandons the Premises or any part thereof, Town may, at Town's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Caretaker for damages or for any payment of any kind whatever. If Town's right of re-entry is exercised following abandonment of the Premises by Caretaker, then Town shall consider any personal property belonging to Caretaker and left on the Premises to also have been abandoned, in which case Town may dispose of all such personal property in any manner Town shall deem proper and Town is hereby relieved of all liability for doing so. **BY SIGNING THIS OCCUPANCY AGREEMENT, CARETAKER AGREES THAT UPON SURRENDER OR ABANDONMENT, TOWN SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF CARETAKER'S PERSONAL PROPERTY.**

16. ACCESS: The Caretaker shall allow the Town and the Town's employees or agents to have access to the Property at all reasonable times, during normal working hours for the Purpose of inspection, or in the event of fire or other property damage, or for the purpose of performing any work which the Town considers necessary or desirable, or for any other purpose pursuant to the reasonable protection of the Property. The Caretaker and any occupant shall allow access by the Town to the single family residence in accordance with applicable law. The Caretaker shall not alter or change the exterior locks installed on the Property, and in the event of an approved change, shall provide the Town with keys to the residence, said keys to be used by the Town to obtain access to the Property in emergency situations.

17. INSPECTION OF PREMISES: Town and Town's agents shall have the right at all reasonable times during the period of occupancy and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon, and for the purpose of making any repairs, additions or alterations as may be deemed appropriate by Town for the preservation of the Premises. Town and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Occupancy Agreement. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not conform to this Occupancy Agreement or to any restrictions, rules or regulations affecting the Premises.

18. FORCE MAJEURE: Anything in this Agreement to the contrary notwithstanding, providing such cause is not due to the willful act or a neglect of either party, neither party shall be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Agreement if the same shall be due to any strike, lockout, civil commotion, warlike operation, invasion, rebellion, hostilities, military or upsurged power, sabotage, government regulations or controls, inability to obtain any material, service or financing, through an act of God or other cause beyond the control of either party. In the event that any of the above events beyond the control of either party shall render the Property uninhabitable or shall frustrate the caretaking and restoration purposes of this agreement, either party shall have the right to terminate this Agreement by providing thirty (30) days notice to the other.

19. HOLD HARMLESS: Caretaker agrees to protect, indemnify and hold harmless the Town, its officers, employees and agents (the "Indemnified Parties") from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, liens, encumbrances, suits or actions and attorneys' fees, and the cost of the defense of the Indemnified Parties in any suit, including appeals, for personal injury to, or death of, any person or persons, or loss or damage to property caused by any act, intentional or negligent of the Caretaker, its agents, roommates, licensees, invitees, contractors, subcontractors or employees, at or upon the Property or any part thereof, or in connection with or as a result of this Agreement any use or rights hereunder, or the performance by the Caretaker of its obligations

hereunder, except to the extent that the injury, death, loss or damage was the result of the willful misconduct or negligent acts errors or omissions of such Indemnified Party. The foregoing indemnification also applies to any liabilities or penalties arising out of any violation of any law, ordinance, regulation or permit. These indemnification provisions are for the protection of the Indemnified Parties only and must not establish, of themselves, any liability to third parties.

20. DESTRUCTION OF PROPERTY:

a. In the event the Property is destroyed or damaged from whatever cause so as to render all or a substantial portion of the Property unfit for the purposes for which the Property is used, and the repair of said destruction or damage cannot reasonably be accomplished within available insurance proceeds within ninety (90) days from the date of such damage, Caretaker and the Town shall each be entitled to terminate this Agreement by written notice to the other within thirty (30) days after the destruction or damage occurred.

b. In the event that the Town or Caretaker as their interests may appear, are able to undertake the repair of the Property, they shall complete said repairs within ninety (90) days or within a reasonable time, given the circumstances of the necessary repairs, from the date of destruction or damage and this Agreement shall not be affected.

c. In the event that parties are not able to repair the Property as hereinabove provided, this Agreement shall terminate immediately upon notice from the Town and Caretaker shall not be entitled to any compensation or payment from the Town for the value of any remaining term of the Agreement.

d. All insurance proceeds (except "renter" insurance proceeds specifically covering Caretaker's personal belongings) shall be immediately paid to the Town.

e. In case of damage by fire or other cause to the building that the Caretaker are occupying as their residence, if the damage is so extensive as to amount practically to the total destruction of the premises, or if the Town shall, within a reasonable time, decide not to repair or rebuild, this agreement shall terminate and have no further force or effect.

21. NOTICE OF DEFECTS: Caretaker shall give the Town Superintendent of Parks and Recreation prompt written notice of any and all accidents in or damages to the Property.

22. COMPLIANCE WITH LAWS: It is understood, agreed and covenanted by and between the parties hereto that Caretaker, at Caretaker's expense, will promptly comply with, observe and perform all of the requirements of all of the statutes, ordinances, rules, orders and regulations now in effect or hereinafter promulgated whether required by the Federal Government, State of New York, County of Rockland or Town of Orangetown. The foregoing shall not be construed to preclude the Caretaker from exercising its legal right to contest the validity of legislation through judicial process, provided that the

Caretaker shall continue to fully comply with the provisions of this Paragraph pending the outcome of the Caretaker's efforts.

23. PARTIAL INVALIDITY: In case any provision or any part of any provision contained in 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 or remaining part of the affected provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or part thereof had never been contained herein but only to the extent it is invalid, illegal or unenforceable. In the event that any such provision may be construed so as to overcome any such potential invalidity, illegality or unenforceability, then a liberal interpretation shall be applied and the Agreement shall be interpreted in such a manner favorable to its validity, legality and enforceability, it being the express intention of the parties hereto to fully perform the obligations contained herein and the purposes sought hereby. And it is also the intention of the both parties that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added, as a part of this Agreement, a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible and be valid, legal and enforceable.

24. WAIVER: The failure of either party to insist on any occasion upon the strict performance of any covenant, condition or agreement herein contained shall not constitute or operate as a waiver of such covenant, condition or agreement on that occasion or any subsequent occasion. No mention in this Agreement of any specific right or remedy shall preclude either party from exercising any other right or from having any other remedy or from maintaining any action to which it may otherwise be entitled either at law or in equity. The Town specifically does not waive its police powers or any authority to enact legislation or administer or enforce its legal rights or obligations.

25. PROHIBITION OF HAZARDOUS SUBSTANCES: The Caretaker agrees not to store or bring hazardous substances onto the Property. The Caretaker shall be responsible for and shall indemnify and defend the Town against any and all claims of any personal injuries or personal and real property damage as a result of any hazardous substance being brought on the Property by the Caretaker, its agents, contractors, subcontractors, employees, roommate, or invitees.

26. MAILING NOTICES: Unless otherwise provided herein, whenever notice is to be given under the terms of this Agreement, such notice shall be deemed to have been given three (3) United States Postal Service working days after enclosed in an envelope having the proper postage, addressed to the party, and deposited at the United States Post Office or mailbox.

Any such notice shall be in the form of Certified Mail, Return Receipt Requested. Notices to the respective parties shall be addressed as follows:

TOWN OF ORANGETOWN
Superintendent of Parks and Recreation
Town of Orangetown
81 Hunt Road
Orangeburg, New York 10962

CARETAKER
Mr. Louis Caputo
2 Nike Lane
Nyack, New York 10960

27. GENERAL PROVISIONS: This document represents the entirety of the Agreement between the parties hereto with respect to the subject matter hereof and shall not be amended, altered or modified except by writing duly executed by each of the parties hereto. This Agreement shall be binding upon the parties and their respective successors and assigns. This Agreement and its provisions shall be governed and construed in accordance with the laws of the State of New York.

28. ASSIGNMENT OR LICENSING OF THE PROPERTY: Caretaker shall not assign this Agreement, nor sublease or license or allow the use of the Property or any part thereof without the Town's written approval. Prior to execution of any license, assignment or use agreement for the Property, the Caretaker must first obtain the Town's written consent, which consent may be withheld or granted in the Town's sole discretion. In order to receive Town consent to a prospective license, use agreement or assignment, the Caretaker shall submit to the Town copies of the proposed license, use or assignment agreement, a description of the activities of the proposed user, licensee or assignee, and any other information pertinent to the proposed use. The Town shall respond in writing within thirty (30) days of receipt of the above materials. No response on the part of the Town shall be deemed a denial. In the event this Agreement is assigned or any portion of the Property is licensed by the Caretaker, the Caretaker shall nonetheless remain responsible for the performance of all obligations required of the Caretaker under this Agreement.

29. APPROVALS: In each instance in this Agreement requiring Town approval or consent, such consent or approval must be in writing signed by a duly authorized representative of the Town Superintendent of Parks and Recreation. Caretaker may not rely upon verbal approval or consent.

30. CONDEMNATION: In the event that the Property, or any part thereof, is taken or condemned for public use or purpose by any competent authority, Caretaker shall have no claim against the Town and shall not have any claim or right to any portion of the amount that may be awarded as damages or paid as a result of any such condemnation; and all rights of the Caretaker to damages therefore, if any, are hereby assigned by the Caretaker to the Town. Upon such condemnation or taking, the term of this Agreement shall, at the option of either party, cease and terminate from the date of such governmental taking or condemnation and the Caretaker shall have no claim against the Town for the value of any unexpired term of this Agreement. The foregoing notwithstanding, Caretaker shall be entitled to claim in a separate proceeding and to prove and receive in such separate proceeding such award as may be allowed for relocation expenses.

31. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT: Performance under this agreement may be terminated in whole or in part, whenever the Town Board of the Town of Orangetown shall determine that termination of this Agreement is in the best interest of the Town. In the event of termination, the Town shall be liable for performance due or becoming due prior to the effective date of termination. Termination hereunder shall be effected by delivery to the Caretaker of written Notice of Termination, upon which date the termination shall become effective.

32. NO AGENCY, EMPLOYEE OR REPRESENTATIVE RELATIONSHIP: It is agreed by the parties hereto that, at all times and for all purposes within the scope of this Agreement, the relationship between the Caretaker and the Town is that of an independent contractor, and Caretaker shall not be entitled to any of the rights, privileges or benefits of an Town of Orangetown employee.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed the day and year first written above.

ATTEST:

TOWN OF ORANGETOWN

ROSANNA SFRAGA, TOWN CLERK

TERESA M. KENNY, SUPERVISOR

LOUIS CAPUTO, CARETAKER

APPENDIX “A”

SUGGESTED ONGOING PREVENTATIVE MAINTENANCE – NIKE PARK

DATE	TASK TO BE PERFORMED	CHECKED
	Make sure air vents indoors and outside (intake, exhaust and forced air) are not blocked by snow or debris.	N/A
	Check and clean range hood filters on a monthly basis.	N/A
	Test the Ground Fault Circuit Interrupter(s) monthly by pushing test button. This should then cause the reset button to pop up.	
	Regularly check the house for safety hazards such as a loose handrail, lifting or buckling carpet, etc.	
	Inspect fire extinguishers to ensure they are fully charged.	
	Test smoke detector(s).	
	Drain off sediment from base of hot water tank.	N/A
	Inspect bathtubs and sinks for caulking and leaks; repair as needed.	
	Check toilet supply/shut off valve.	
	Check operation of water pump and sump pump.	
	Defrost manual refrigerator; or if automatically defrosted, wash off shelves and clean.	
	Review emergency procedures and practice fire drill.	
	Clean or replace air filters when the system is in use for heating or cooling.	N/A
	Vacuum heat registers, vents and radiators.	
	Clean faucet aerators and shower heads.	
	Check for signs of rodents, bats, roaches, termites, etc.	
	Clean gutters and downspouts.	N/A
	Lubricate and repair windows and doors.	
	Check the operation of outside lighting; repair as necessary.	
	OTHER: (Please detail):	

SUGGESTED ONGOING FALL/AUTUMN MAINTENANCE CHECKLIST – NIKE PARK

DATE	TASK TO BE PERFORMED	CHECKED
	Lubricate circulating pump on hot water heating system.	
	Turn ON gas furnace pilot light.	
	If the heat recovery ventilator has been shut off for the summer, clean the filters and the core, and pour water down the condensate drain to test it.	N/A
	Clean portable humidifier if one is used.	N/A
	Have well water tested for quality. It is recommended that you test for bacteria every six (6) months.	
	Replace window screens with storm windows.	N/A
	Remove screens from inside of casement windows to allow air from the heating system to keep condensation off window glass.	N/A
	Ensure all doors to the outside shut tightly, and check other doors for ease of use. Renew door weather-stripping if required.	
	Cover outside air-conditioning units.	N/A
	Ensure that the ground around the home slopes away from the foundation wall, so that water does not drain into the basement.	
	Clean gutters.	N/A
	Clean leaves from eaves, troughs and roofs, and test downspouts to ensure proper drainage from the roof.	N/A
	Check chimneys for obstructions such as nests.	
	Drain and store outside hoses. Close valve to outdoor hose connection.	
	If you have a septic tank, measure the sludge and scum to determine if the tank needs to be emptied before the spring. Tanks should be pumped out at least once every three (3) years.	
	Trim trees and shrubs away from house.	
	Mow grass as needed.	
	Leaf and branch pick-up.	
	OTHER: (Please detail):	

The Town of Orangetown makes no guarantee of results and assumes no liability in connection with either the information contained or the maintenance suggestions made herein. Moreover, it cannot be assumed that every acceptable safety procedure is contained herein, or that abnormal or unusual circumstances may not warrant or require further or additional procedures.

SUGGESTED ONGOING WINTER MAINTENANCE CHECKLIST – NIKE PARK

DATE	TASK TO BE PERFORMED	CHECKED
	After consulting the hot water tank owner’s manual, drain off a dishpan full of water from the clean-out valve at the bottom of you hot water tank to control sediment and maintain efficiency.	N/A
	Clean humidifier two or three times during the winter season.	N/A
	Vacuum bathroom fan grille.	N/A
	Vacuum fire and smoke detectors, as dust and/or spider webs can prevent them from functioning.	
	Vacuum radiator grilles on back of refrigerators and freezers, and empty and clean drip trays.	
	Check gauge on all fire extinguishers; recharge or replace if necessary.	
	Check fire escape routes, door and window locks and hardware, and lighting around outside of house.	
	Check the basement floor drain to ensure the trap contains water. Refill with water if necessary.	N/A
	Monitor your home for excessive moisture levels – for example, condensation on your windows, which can cause significant damage over time and pose serious health problems, and take corrective measures.	
	Check all faucets for signs of dripping and change washers as needed. Faucets requiring frequent replacement of washers may be in need of repair.	
	If you have a plumbing fixture that is not frequently used, such as a laundry tub or spare bathroom, sink, tub or shower stall, run some water briefly to keep water in the trap.	
	Clean drains in dishwasher, sinks, bathtubs and shower stalls.	
	Test plumbing shut-off valves to ensure that they are working and to prevent them from seizing.	
	Examine windows and doors for ice accumulation or cold air leaks. If found, make a note to repair or replace in the spring.	
	Examine the attic for frost accumulation. Check roof for ice dams or icicles.	N/A
	Check electrical cords, plugs and outlets for all indoor and outdoor seasonal lights to ensure fire safety; if worn, or plugs or cords feel warm to the touch, replace immediately.	
	OTHER: (Please detail):	

SUGGESTED SPRING MAINTENANCE CHECKLIST – NIKE PARK

DATE	TASKS TO BE PERFORMED:	CHECKED
	After consulting your hot water tank owner’s manual, carefully test the temperature and pressure relief valve to ensure it is not stuck.	N/A
	Have fireplace or woodstove or chimney cleaned and serviced as needed.	N/A
	Clean and replace air conditioning filters (if applicable).	N/A
	Check dehumidifier and clean if necessary.	N/A
	Turn OFF gas furnace and fireplace pilot lights where possible.	N/A
	Have well water tested for quality. It is recommended that you test for bacteria every six (6) months.	
	Check smoke, carbon monoxide and security alarms and replace batteries.	
	Clean windows, screens and hardware, and replace storm windows with screens. Check screens first and repair or replace if needed.	
	Open valve to outside hose connection after all danger of frost has passed.	
	Examine the foundation walls for cracks, leaks or signs of moisture, and repair as required. Repair and paint fences as necessary.	
	Ensure sump pump is operating properly before the spring thaw sets in.	N/A
	Re-level any exterior steps or decks which moved due to frost or settling.	
	Check eaves, troughs and downspouts for loose joints and secure attachment to your home, clear any obstructions, and ensure that water flows away from the foundation.	N/A
	Clean gutters.	N/A
	Undertake spring landscape maintenance and, if necessary, fertilize young trees.	
	Inspect wooden decks, steps and rails, for loose or damaged boards and raised nails. Repair as required.	N/A
	Inspect roof materials and roof flashings.	
	Inspect weather stripping around doors and windows.	
	Mow grass; trim shrubs	
	Leaf and branch pick-up.	
	OTHER: (Please detail):	

The Town of Orangetown makes no guarantee of results and assumes no liability in connection with either the information contained or the maintenance suggestions made herein. Moreover, it cannot be assumed that every acceptable safety procedure is contained herein, or that abnormal or unusual circumstances may not warrant or require further or additional procedures.

SUGGESTED SUMMER MAINTENANCE CHECKLIST – NIKE PARK

DATE	TASK TO BE PERFORMED	CHECKED
	Monitor basement humidity and avoid relative humidity levels above sixty (60%) percent. Use a dehumidifier to maintain safe relative humidity.	N/A
	Check basement pipes for condensation or dripping, and take corrective action. For example, reduce humidity or insulate cold water pipes.	N/A
	If you have a plumbing fixture that is not frequently used, such as a laundry tub, or spare bathroom sink, bathtub or shower stall, run some water briefly to keep water in the trap.	
	Vacuum bathroom fan grille.	N/A
	Disconnect the duct connected to the dryer and vacuum lint from the duct, the area surrounding your dryer and your dryers vent hood outside.	
	Check security of all guardrails and handrails.	N/A
	Check smooth functioning of all windows and lubricate as needed.	
	Inspect window putty on outside of glass panes and replace as needed.	
	Lubricate door hinges and tighten screws as needed.	
	Check and replace damaged caulking and weather-stripping around windows and doorways, including any door between the house and the garage.	
	Inspect electrical service lines for secure attachment where they enter your house, and make sure there is no water leakage into the house along the electrical conduit.	
	Check exterior wood siding and trim for signs of deterioration; clean, replace or refinish as needed.	
	Inspect basement/crawl space/attic for moisture issues.	N/A
	Inspect for insect activity (termites, ants, wood bees, etc.)	
	Check for and seal any holes in exterior cladding that could be an entry point for small pests, such as bats, squirrels.	
	Remove any plants or roots that contact or can penetrate the siding or brick/concrete.	
	Note any sagging on the roof that could indicate structural problems requiring further investigation from inside the attic. Note the condition of all shingles for possible repair or replacement, and examine all roof flashings, such as at chimney or roof joints, for any signs of cracking or leakage.	
	Check the chimney cap and the caulking between the cap and the chimney.	
	Repair driveway and walkways as needed.	
	OTHER: (Please detail):	

CARETAKER MAINTENANCE AGREEMENT for HENRY V. BORST PARK
Between
TOWN OF ORANGETOWN
And
BRIAN EDWARDS, CARETAKER
FOR YEAR 2022

THIS CARETAKER MAINTENANCE AGREEMENT, is made the ____ day of _____, 20____, by and between the TOWN OF ORANGETOWN, a municipal corporation, in the State of New York, with its office and principal place of business in the Town Hall, 26 Orangeburg Road, Orangeburg, New York, party of the first part, hereinafter referred to as the "TOWN" and BRIAN EDWARDS, 212 North Main Street, Pearl River, New York 10965, party of the second part, hereinafter referred to as, "CARETAKER."

W I T N E S S E T H :

WHEREAS, the Town is the owner of certain property known as Henry V. Borst Park, located at 212 North Main Street, Pearl River, New York.

WHEREAS, the Henry V. Borst Park contains a structure that the Town desires to have preserved.

WHEREAS, the Town wants to save the Property from disrepair by entering into an agreement for repair, renovation, maintenance and upkeep that will in the short-run secure and weather proof the structure, and in the long-run, repair and restore and aesthetically improve the Property.

WHEREAS, the Town desires to protect the property from vandalism and theft and desires to enhance the Henry V. Borst Park for the benefit of the public,

WHEREAS, the Town has determined that the residence on the property is surplus to present Town needs, and

WHEREAS, the Caretaker's presence on the property will further the purpose of enhancing the Henry V. Borst Park for the benefit of the public,

WHEREAS, BRIAN EDWARDS is desirous of acting as Caretaker for the residence located at 212 North Main Street, Pearl River, New York 10965, on the grounds of Henry V. Borst Park, Pearl River, New York;

NOW, THEREFORE, in consideration of the promises and covenants herein contained, it is agreed as follows:

1. PROPERTY: The property is identified as 212 North Main Street, Pearl River, New York on the grounds of Henry V. Borst Park. The residence contains approximately thirteen hundred sixty-five (1,365) square feet.

2. CONDITION OF THE PREMISES: Caretaker acknowledges that this agreement is a "Caretaker Maintenance Agreement" and accepts the property in "as-in" condition. The Town is not

responsible for, nor is it required to make, any repairs or to perform maintenance upon the Property, except as expressly provided for herein. The Town makes no representation as to the condition of the personal property or the equipment now on the premises. However, any personal property which is the property of the Town now upon the premises, or replacement thereof, shall remain the property of the Town of Orangetown, and upon the termination of the term hereof, shall be returned to the Town in the same condition as present, reasonable wear and tear excepted.

a. Caretaker acknowledges that the primary purpose of this Agreement is to ensure that the property is maintained and cared for so that it is an asset to the community.

3. TERM: This agreement shall commence on January 1, 2022 and expire on December 31, 2022, unless sooner terminated as herein provided. Notwithstanding the foregoing, in the event that all or a portion of the property is needed for public purposes, the Town may terminate this agreement as to all or a portion of the property upon not less than thirty (30) days notice to Caretaker. Caretaker acknowledges and agrees that if the Town terminates the Agreement, Caretaker is not entitled to any compensation for such termination. Caretaker may at its election, terminate this Agreement term upon thirty (30) days advance written notice to the Town. Caretaker (and anyone occupying the residence permissively with the Caretaker as provided herein) must by the date given in the applicable notice vacate and terminate its use of, and/or presence upon, the portion of the Property for which the Agreement is being terminated in accordance with the provisions of Section 14 entitled "Surrender of Possession".

4. FEE: The Caretaker shall pay the Town a monthly fee of **ONE THOUSAND TWO HUNDRED SEVENTY-THREE AND 23/100 (\$1,273.23) DOLLARS**. This fee is due on the first (1ST) day of each and every month; the fee is payable to the "Town of Orangetown" and submitted by hand delivery or mailed to the Director of Parks, Recreation and Buildings, 81 Hunt Road, Orangeburg, New York.

5. USE OF THE PROPERTY:

a. The property will be used by the Caretaker solely as a single family residence. The house is the only structure that may be used as a residence and may only be occupied by Caretaker and his immediate family.

b. Caretaker shall **not utilize the fireplace and it shall remain closed off.**

c. **Caretaker shall supply their own stove and refrigerator (without Ice Maker hookup); and washing machine and dryer with prior notice to the Superintendent of Parks.**

d. **Caretaker acknowledges that the Town has a dehumidifier in the basement and agrees to inspect regularly to ensure that it is running and drain when necessary and/or full.**

e. Caretaker understands that the basement is to be used for storage only and not utilized as living space or bedroom(s).

f. The Caretaker shall be allowed to have guests at the premises while the Caretaker is present. In any case, the length of stay of any one (1) guest shall not exceed two (2) weeks.

g. The Caretaker may keep up to two (2) registered personal vehicles in the driveway at the rear of the residence.

h. Caretaker will not use the Property, nor permit the Property to be used, for any disorderly or unlawful purposes or in any manner offensive to others and will comply with all applicable Federal, State, County and local laws and ordinances. Caretaker expressly agrees not to allow or permit controlled dangerous substances of any type, or paraphernalia used in connection with controlled dangerous substances, on the Property.

i. The Caretaker shall not suffer the same to be occupied for any business purpose, and in the event of the breach thereof, the term of the agreement shall immediately cease and terminate, at the sole option of the Town, as if it were an expiration of the original term.

j. The Property may not be used by the Caretaker or anyone other than the Town to generate revenue unless the Town has first approved such use and any revenue generated by such approved use shall belong to the Town. The Town may agree in its approval of any such use to allow Caretaker to recoup approved costs that it incurs in connection with such revenue generating use.

k. The Caretaker shall provide written notification to the Orangetown Police Department and the Division of Parks, Recreation and Buildings at least three (3) days prior to any time when the residence will be unoccupied for more than a twenty-four (24) hour period. Prior written approval from the Superintendent of Parks, Recreation and Buildings will be required for a substitute individual to assume the responsibilities during the Caretaker's absence.

6. CONSIDERATION: The parties are entering into this Agreement in consideration of the mutual undertakings provided for herein, each of which is deemed to be material and significant consideration. It is a material inducement to the Town that the Caretaker shall manage, arrange for and/or perform the work to take care of and maintain the Property in a good, safe, clean and neat condition in accordance with the terms of this Agreement, and that Caretaker perform any repairs, renovations, and ongoing maintenance provided for herein. Failure to repair, maintain or renovate the Property in accordance with the Agreement is a material breach and grounds for termination of the Agreement. Caretaker shall receive no financial compensation from Town as a result of this Agreement. The lodging provided herein is furnished on the Town's premises solely for the convenience of the Town. The Town's provision for lodging shall terminate the earlier of the time set forth herein or upon the Caretaker's termination, transfer or resignation from his/her employment.

7. RENOVATION, REPAIR, MAINTENANCE AND CARETAKER SERVICES:

a. Caretaker is acting as a caretaker of the Property and is fully responsible, at Caretaker's sole risk and expense, to perform maintenance, repair, and/or replacement necessary for the Property to be in a good, safe condition.

b. A written report detailing maintenance activities will be submitted to the Department of Parks, Recreation and Buildings on a monthly basis on the form provided herein as *Appendix "A"*.

c. The Caretaker shall assist the Orangetown Department of Parks, Recreation and Buildings in preserving and maintaining any structures on the site and the use thereof, including, public restrooms. In no way should these areas of the site be open to the public when the site is not in use.

d. As substantial consideration for the right to occupy the Property, Caretaker assumes, at Caretaker's exclusive risk and expense, full responsibility for the maintenance and repair of, including but not limited to, the building and equipment, fixtures, windows, floors, walls, electrical systems, heating (excluding repairs to the boiler), air conditioning systems (if any), and plumbing systems (consisting of interior fixtures such as faucets, sink(s), toilet(s) and bathtub).

e. The Caretaker shall maintain the premises at Caretaker's own expense and cost, making all repairs to the interior of the demised premises, excluding repairs to the boiler. These shall include, but not be limited to floor coverings, refrigerator, air-conditioning, interior painting, stoves, sinks and cabinets. Further, the Caretaker shall maintain all screens, windows and doors, including glass, in proper working condition and good order and shall take reasonable measures to prevent the water system from freezing during the winter months. The premises are to be maintained in a high quality manner, subject to inspection by the Department of Parks, Recreation and Buildings and all changes to the residence, including, but not limited to, decorating changes, shall be subject to the prior written approval by the Department of Parks, Recreation and Buildings.

f. The Caretaker is fully responsible at Caretaker' sole risk and expense, for all operating expenses for the Property, including, but not limited to, trash removal, pest control, grounds maintenance, preventative maintenance, day-to-day minor and major maintenance, tree removal (but only with Town consent), and repair or replacement of equipment necessary to the security of the Property. Trash removal resulting from public use of the park will be removed by the Department of Parks, Recreation and Buildings.

g. The Caretaker shall be responsible for all lawn cuttings and trimmings on the property immediately surrounding the residence. Additionally, the Caretaker shall be responsible for pruning the trees and shrubs on the property, as well as taking care of the watering of the garden areas.

h. The Caretaker may maintain a personal garden at the rear of the residence. However, all plantings within the beds of the Henry V. Borst Park shall be limited to items approved by the Department of Parks, Recreation and Buildings.

i. The Caretaker shall be responsible for removing snow from the porches, entrances, exits and walkways to the residence. The Department of Parks, Recreation and Buildings will be responsible for plowing the driveway on the premises during the normal workweek after the snow has stopped.

j. The Caretaker shall be responsible for making all the necessary preparations for all discussion groups.

k. The Caretaker must provide access to the Orange & Rockland Utilities' meters located on the premises, and shall be responsible for insuring that said meter is available on the date scheduled by Orange & Rockland for reading purposes. In the event the Caretaker fails to do so he shall be fully responsible for any costs incurred to Orange & Rockland.

l. The Town has the right to inspect, review and approve all work, materials and contractors being used on the Property. Any work performed by the Caretaker's is subject to the following conditions: Caretaker must perform or cause to be performed all repairs, renovations and other work permitted hereunder in a good, safe, workmanlike manner.

m. Caretaker must not allow any liens to attach to the Property.

n. The Caretaker shall maintain watchful care over the park property, buildings and equipment and contact the Orangetown Police Department when the need arises. Caretaker shall notify the Orangetown Police Department when alerted to any potential violation of Town laws and regulations relating to proper park use, including, but not limited to Chapter 7A of the Code of the Town of Orangetown. (Town Code, Chapter 7A, can be found at <https://www.ecode360.com/26862827>).

o. Applicable Laws and Regulations: The Caretaker shall be responsible for observing any and all laws, rules, regulations, codes and statutes relating to the work to be performed on the Property, and shall be responsible for obtaining all necessary permits as required to complete the work.

p. Hazardous Materials: Due to the age of some of the structures on the Property, Caretaker acknowledges that lead based paint, asbestos, and other hazardous materials may exist within or upon the Property. The Caretaker shall be responsible for compliance with all applicable codes, rules, laws and regulations relating to the removal, mitigation or encapsulation of any such materials, at the Caretaker's risk and expense. Upon discovering any such material, Caretaker shall immediately provide the Town with written notice of the presence of such material. Any removal, handling or encapsulation of such material must be in accordance with a plan first approved by the Town. Caretaker shall also take all necessary

measures to protect any individuals who may be exposed to such materials while on the Property, during or following any repair/renovation period.

8. FUTURE CHANGES OR IMPROVEMENTS TO THE PROPERTY:

a. Any improvements, modifications, attachments and appurtenances made to the premises by the Caretaker shall become the sole and exclusive property of the Town on termination of this Agreement. Any alterations or improvements shall be done at the expense of the Caretaker and are permitted only with the prior written consent and approval of the Town of Orangetown regarding the plans and specifications submitted by Caretaker. No allowance will be granted by Town for Caretaker's cost of improvements except by specific written agreement approved in advance. Any such Agreement shall become a part of this Agreement.

b. Prior to the commencement of construction of any improvement, fixture or appurtenance, Caretaker must submit to the Town Board, a development plan consisting of complete plans, drawings, and specifications, showing the location, type of construction and external appearance of said facility or facilities, at least forty-five (45) days prior to beginning work. Caretaker's submittal must be of sufficient detail and content to permit the Town Board to fully evaluate Caretaker's anticipated project. The Town Board will respond in writing to Caretaker's submission within forty-five (45) days of the receipt of all required documentation. The Town reserves the right to deny approval of any and all improvements proposed by Caretaker. All improvements shall conform to and comply with the development plan as approved.

i. In the event of an emergency need for major repair or improvement, Caretaker will notify the Town Superintendent of Parks and Recreation immediately, and the Town Superintendent of Parks and Recreation will respond within an appropriate period of time, as dictated by the emergency situation and by the requirements of this Agreement.

ii. The Town has the right to inspect all work and materials before, during and after construction.

iii. The total cost of all such changes or improvements will be borne solely by Caretaker. Caretaker will be solely responsible for obtaining any and all permits and licenses from all appropriate County, State, and/or municipal authorities.

9. RESPONSIBILITIES OF CARETAKER: Caretaker covenants and agrees as follows:

a. Caretaker will submit a monthly written report detailing maintenance activities to the Department of Parks, Recreation and Buildings by the first day of the month.

b. Caretaker shall not strip, overload, damage or deface the Property, hallways, stairways or other approaches thereto or the fixtures thereupon or used therewith, nor suffer or permit any waste in or upon said Property.

c. Caretaker shall not keep gasoline or other flammable material or any explosive within the Property which will increase the rate of all risk insurance on the Property beyond the ordinary risk established for the type of operations described herein. Any such increase in the insurance rate due to the above, or due to Caretaker's special operations within the Property, shall be borne by Caretaker. The Caretaker shall not, nor shall the Caretaker permit other persons to do anything on or in said premises, or bring anything into said premises, or permit anything to be brought into said premises, or to be kept therein which will, in any way, increase the rate of fire insurance on said premises.

d. Caretaker shall not willfully do any act or thing in or about the Property which may make void or voidable any insurance on the Property, and Caretaker agrees to conform to all rules and regulations established from time to time by the Town, the County, New York State or any other authority having jurisdiction over such matters.

e. Caretaker shall not use the Property or allow the Property to be used or any part thereof for any illegal, unlawful or improper purpose or for any activity which will constitute a public or private nuisance to adjacent properties or the adjacent neighborhood.

f. Caretaker shall not place upon the Property any placard, sign, lettering or awning except such, and in such place and manner as shall have been first approved in writing by the Town, and provided that the Caretaker complies with all relevant local ordinances and regulations.

g. The Caretaker shall not suffer the same to be occupied for any business purpose, and in the event of the breach thereof, the term of the agreement shall immediately cease and terminate, at the sole option of the Town, as if it were an expiration of the original term.

h. Caretaker acknowledges that all responsibilities of Caretaker relating to the use or misuse of the Property and anything therein shall be construed to include use or misuse thereof by Caretaker's agents, employees, contractors, subcontractors, roommates and invitees.

i. Caretaker shall comply with all reasonable rules and regulations with regard to the use of the Property that may be from time to time promulgated by the Town and any violation of said rules and regulations shall be deemed to constitute a violation of this Agreement. It is understood that such rules and regulations shall not unreasonably interfere or prevent the intended uses of the Property as set forth in this Agreement.

10. UTILITIES: The Town shall be responsible for the payment of the gas and electric bill and the water bill.

11. CONDITION OF THE PROPERTY:

a. AS-IS CONDITION: The Caretaker accepts the Property in its "as is" condition. The Town makes no representation or warranties as to habitability or fitness for a particular purpose. Caretaker agrees that it has no claim for breach of any covenant of quiet enjoyment or habitability arising out of the condition of the Property. The Caretaker agrees to maintain the Property in good condition and state of repair and free of clutter throughout the term of this Agreement and any extensions thereof. The Caretaker agrees to keep the Property clean and neat in appearance at all times. The Caretaker shall not suffer or commit any waste to, in or upon said Property or fixtures, nor commit waste with regard to utilities furnished by the County. The Caretaker shall be liable for and make repairs to the Property, fixtures and appliances belonging thereto, resulting from damage by misuse or neglect of the Caretaker, the Caretaker's agents, servants or invitees. No improvement or alteration of the Property shall be made without the prior written consent of the Town. The Town shall not be responsible for any work or materials furnished on or to said Property, and Caretaker has no authority to incur any debt or make any charge against the Town or to create any lien upon said Property for any work or materials furnished to the Property. The Caretaker shall give the Town prompt notice of any defects in or accidents to the structures, plumbing, electrical wiring, heating or air conditioning apparatus or any other part of said Property in order that the same can be repaired with due diligence. The Town makes no representation as to the condition of the personal property or the equipment now on the premises. However, any personal property which is the property of the Town now upon the premises, or replacement thereof, shall remain the property of the Town of Orangetown, and upon the termination of the term hereof, shall be returned to the Town in the same condition as present, reasonable wear and tear excepted.

b. Excavation Prohibited: Without the express written consent of the Town, the Caretaker shall not cause, permit or suffer any grading, alteration, excavation, subsoiling, drainage improvement, or other undertaking which would materially disturb the surface or subsurface of the ground on the Property.

12. INSURANCE: The Town shall not be responsible for any losses incurred by the Caretaker in connection with the premises, by theft, vandalism or otherwise and mandates that the Caretaker maintain an insurance policy covering the property. A copy of said policy shall be delivered to the Department of Parks, Recreation and Buildings prior to occupying the premises.

a. Caretaker agrees to obtain and maintain, during the full term of this Agreement, a policy of liability insurance with a minimum limit for bodily injury and property damage in the amount of ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS per occurrence issued by an insurance company licensed in the State of New York and acceptable to the Town.

b. Additional Insured: The Town of Orangetown shall be named an additional insured under this policy.

c. Policy Cancellation: Forty-five (45) days written notice, to the Town of Orangetown Office of Parks and Recreation, of cancellation or material change of any of the policies is required.

d. The Caretaker shall, no later than ten (10) days from the execution term of this Agreement pursuant to Paragraph 3 hereof, deliver to the Town the said policies or certificates of insurance evidencing the coverage hereinabove stated. The Caretaker has the obligation to assure that the Town has a valid unexpired certificate of insurance.

13. DEFAULT:

a. Caretaker shall be considered in default of this Agreement upon the occurrence of any of the following:

- i. Failure to perform under any term, covenant or condition of this Agreement ("breach") and the continuance thereof for thirty (30) days after written notice from the Town specifying said failure, unless the exigencies of the circumstances require a shorter time for rectifying the breach.
- ii. The commencement of any action or proceeding for the dissolution or liquidation of Caretaker, or for the appointment of a receiver or trustee of Caretaker's property, and the failure to discharge any such action within thirty (30) days.
- iii. The making of any assignment for the benefit of Caretaker's creditors.
- iv. The abandonment of the Property by Caretaker.

b. In the event that the Caretaker shall be in default as hereinabove stated, and shall fail to cure the breach within thirty (30) days (or such shorter time as the exigencies of the circumstances may require) after written notice from the Town (or such period as may be reasonably required to correct the breach with exercise of due diligence), then and in every such case thenceforth, at the option of the Town or the Town's assigns, the Caretaker's right of use and possession shall thereupon end, and the Town may proceed to recover possession under the laws of the State of New York (free and clear of Caretaker and any roommates) and seek any other remedy to which the Town may be entitled under this Agreement and under the laws of the State of New York.

14. SURRENDER OF POSSESSION: Caretaker covenants, at the expiration or other termination of this Agreement, or upon the Town's recovery of possession of the Property, to remove all personal property from the Property not the property of the Town, and to yield up to the Town, the Property and all keys, locks and other fixtures connected therewith (except furnishings belonging to Caretaker) in good repair, order and condition in all respects, reasonable wear and use thereof and damage by fire or other

casualty and damage from any risk with respect to which Caretaker is not herein expressly made liable excepted. All improvements made upon and fixtures installed upon the Property will be the property of the Town.

15. ABANDONMENT: If at any time during the period of occupancy, Caretaker abandons the Premises or any part thereof, Town may, at Town's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Caretaker for damages or for any payment of any kind whatever. If Town's right of re-entry is exercised following abandonment of the Premises by Caretaker, then Town shall consider any personal property belonging to Caretaker and left on the Premises to also have been abandoned, in which case Town may dispose of all such personal property in any manner Town shall deem proper and Town is hereby relieved of all liability for doing so. **BY SIGNING THIS OCCUPANCY AGREEMENT, CARETAKER AGREES THAT UPON SURRENDER OR ABANDONMENT, TOWN SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF CARETAKER'S PERSONAL PROPERTY.**

16. ACCESS: The Caretaker shall allow the Town and the Town's employees or agents to have access to the Property at all reasonable times, during normal working hours for the Purpose of inspection, or in the event of fire or other property damage, or for the purpose of performing any work which the Town considers necessary or desirable, or for any other purpose pursuant to the reasonable protection of the Property. The Caretaker and any occupant shall allow access by the Town to the single family residence in accordance with applicable law. The Caretaker shall not alter or change the exterior locks installed on the Property, and in the event of an approved change, shall provide the Town with keys to the residence, said keys to be used by the Town to obtain access to the Property in emergency situations.

17. INSPECTION OF PREMISES: Town and Town's agents shall have the right at all reasonable times during the period of occupancy and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon, and for the purpose of making any repairs, additions or alterations as may be deemed appropriate by Town for the preservation of the Premises. Town and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Occupancy Agreement. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not conform to this Occupancy Agreement or to any restrictions, rules or regulations affecting the Premises.

18. FORCE MAJEURE: Anything in this Agreement to the contrary notwithstanding, providing such cause is not due to the willful act or a neglect of either party, neither party shall be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Agreement if the same shall be due to any strike, lockout, civil commotion, warlike operation, invasion, rebellion,

hostilities, military or upsurged power, sabotage, government regulations or controls, inability to obtain any material, service or financing, through an act of God or other cause beyond the control of either party. In the event that any of the above events beyond the control of either party shall render the Property uninhabitable or shall frustrate the caretaking and restoration purposes of this agreement, either party shall have the right to terminate this Agreement by providing thirty (30) days notice to the other.

19. HOLD HARMLESS: Caretaker agrees to protect, indemnify and hold harmless the Town, its officers, employees and agents (the "Indemnified Parties") from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, liens, encumbrances, suits or actions and attorneys' fees, and the cost of the defense of the Indemnified Parties in any suit, including appeals, for personal injury to, or death of, any person or persons, or loss or damage to property caused by any act, intentional or negligent of the Caretaker, its agents, roommates, licensees, invitees, contractors, subcontractors or employees, at or upon the Property or any part thereof, or in connection with or as a result of this Agreement any use or rights hereunder, or the performance by the Caretaker of its obligations hereunder, except to the extent that the injury, death, loss or damage was the result of the willful misconduct or negligent acts errors or omissions of such Indemnified Party. The foregoing indemnification also applies to any liabilities or penalties arising out of any violation of any law, ordinance, regulation or permit. These indemnification provisions are for the protection of the Indemnified Parties only and must not establish, of themselves, any liability to third parties.

20. DESTRUCTION OF PROPERTY:

a. In the event the Property is destroyed or damaged from whatever cause so as to render all or a substantial portion of the Property unfit for the purposes for which the Property is used, and the repair of said destruction or damage cannot reasonably be accomplished within available insurance proceeds within ninety (90) days from the date of such damage, Caretaker and the Town shall each be entitled to terminate this Agreement by written notice to the other within thirty (30) days after the destruction or damage occurred.

b. In the event that the Town or Caretaker as their interests may appear, are able to undertake the repair of the Property, they shall complete said repairs within ninety (90) days or within a reasonable time, given the circumstances of the necessary repairs, from the date of destruction or damage and this Agreement shall not be affected.

c. In the event that parties are not able to repair the Property as hereinabove provided, this Agreement shall terminate immediately upon notice from the Town and Caretaker shall not be entitled to any compensation or payment from the Town for the value of any remaining term of the Agreement.

d. All insurance proceeds (except "renter" insurance proceeds specifically covering Caretaker's personal belongings) shall be immediately paid to the Town.

e. In case of damage by fire or other cause to the building that the Caretaker are occupying as their residence, if the damage is so extensive as to amount practically to the total destruction of the premises, or if the Town shall, within a reasonable time, decide not to repair or rebuild, this agreement shall terminate and have no further force or effect.

21. NOTICE OF DEFECTS: Caretaker shall give the Town Superintendent of Parks and Recreation prompt written notice of any and all accidents in or damages to the Property.

22. COMPLIANCE WITH LAWS: It is understood, agreed and covenanted by and between the parties hereto that Caretaker, at Caretaker's expense, will promptly comply with, observe and perform all of the requirements of all of the statutes, ordinances, rules, orders and regulations now in effect or hereinafter promulgated whether required by the Federal Government, State of New York, County of Rockland or Town of Orangetown. The foregoing shall not be construed to preclude the Caretaker from exercising its legal right to contest the validity of legislation through judicial process, provided that the Caretaker shall continue to fully comply with the provisions of this Paragraph pending the outcome of the Caretaker's efforts.

23. PARTIAL INVALIDITY: In case any provision or any part of any provision contained in 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 or remaining part of the affected provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or part thereof had never been contained herein but only to the extent it is invalid, illegal or unenforceable. In the event that any such provision may be construed so as to overcome any such potential invalidity, illegality or unenforceability, then a liberal interpretation shall be applied and the Agreement shall be interpreted in such a manner favorable to its validity, legality and enforceability, it being the express intention of the parties hereto to fully perform the obligations contained herein and the purposes sought hereby. And it is also the intention of the both parties that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added, as a part of this Agreement, a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible and be valid, legal and enforceable.

24. WAIVER: The failure of either party to insist on any occasion upon the strict performance of any covenant, condition or agreement herein contained shall not constitute or operate as a waiver of such covenant, condition or agreement on that occasion or any subsequent occasion. No mention in this Agreement of any specific right or remedy shall preclude either party from exercising any other right or from having any other remedy or from maintaining any action to which it may otherwise be entitled either at law or in equity. The Town specifically does not waive its police powers or any authority to enact legislation or administer or enforce its legal rights or obligations.

25. PROHIBITION OF HAZARDOUS SUBSTANCES: The Caretaker agrees not to store or bring hazardous substances onto the Property. The Caretaker shall be responsible for and shall indemnify and defend the Town against any and all claims of any personal injuries or personal and real property damage as a result of any hazardous substance being brought on the Property by the Caretaker, its agents, contractors, subcontractors, employees, roommate, or invitees.

26. MAILING NOTICES: Unless otherwise provided herein, whenever notice is to be given under the terms of this Agreement, such notice shall be deemed to have been given three (3) United States Postal Service working days after enclosed in an envelope having the proper postage, addressed to the party, and deposited at the United States Post Office or mailbox. Any such notice shall be in the form of Certified Mail, Return Receipt Requested. Notices to the respective parties shall be addressed as follows:

TOWN OF ORANGETOWN
Superintendent of Parks and Recreation
Town of Orangetown
81 Hunt Road
Orangeburg, New York 10962

CARETAKER
Mr. Brian Edwards
212 North Main Street
Pearl River, New York 10965

27. GENERAL PROVISIONS: This document represents the entirety of the Agreement between the parties hereto with respect to the subject matter hereof and shall not be amended, altered or modified except by writing duly executed by each of the parties hereto. This Agreement shall be binding upon the parties and their respective successors and assigns. This Agreement and its provisions shall be governed and construed in accordance with the laws of the State of New York.

28. ASSIGNMENT OR LICENSING OF THE PROPERTY: Caretaker shall not assign this Agreement, nor sublease or license or allow the use of the Property or any part thereof without the Town's written approval. Prior to execution of any license, assignment or use agreement for the Property, the Caretaker must first obtain the Town's written consent, which consent may be withheld or granted in the Town's sole discretion. In order to receive Town consent to a prospective license, use agreement or assignment, the Caretaker shall submit to the Town copies of the proposed license, use or assignment agreement, a description of the activities of the proposed user, licensee or assignee, and any other information pertinent to the proposed use. The Town shall respond in writing within thirty (30) days of receipt of the above materials. No response on the part of the Town shall be deemed a denial. In the event this Agreement is assigned or any portion of the Property is licensed by the Caretaker, the Caretaker shall nonetheless remain responsible for the performance of all obligations required of the Caretaker under this Agreement.

29. APPROVALS: In each instance in this Agreement requiring Town approval or consent, such consent or approval must be in writing signed by a duly authorized representative of the Town Superintendent of Parks and Recreation. Caretaker may not rely upon verbal approval or consent.

30. CONDEMNATION: In the event that the Property, or any part thereof, is taken or condemned for public use or purpose by any competent authority, Caretaker shall have no claim against the Town and shall not have any claim or right to any portion of the amount that may be awarded as damages or paid as a result of any such condemnation; and all rights of the Caretaker to damages therefore, if any, are hereby assigned by the Caretaker to the Town. Upon such condemnation or taking, the term of this Agreement shall, at the option of either party, cease and terminate from the date of such governmental taking or condemnation and the Caretaker shall have no claim against the Town for the value of any unexpired term of this Agreement. The foregoing notwithstanding, Caretaker shall be entitled to claim in a separate proceeding and to prove and receive in such separate proceeding such award as may be allowed for relocation expenses.

31. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT: Performance under this agreement may be terminated in whole or in part, whenever the Town Board of the Town of Orangetown shall determine that termination of this Agreement is in the best interest of the Town. In the event of termination, the Town shall be liable for performance due or becoming due prior to the effective date of termination. Termination hereunder shall be effected by delivery to the Caretaker of written Notice of Termination, upon which date the termination shall become effective.

32. NO AGENCY, EMPLOYEE OR REPRESENTATIVE RELATIONSHIP: It is agreed by the parties hereto that, at all times and for all purposes within the scope of this Agreement, the relationship between the Caretaker and the Town is that of an independent contractor, and Caretaker shall not be entitled to any of the rights, privileges or benefits of an Town of Orangetown employee.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed the day and year first written above.

ATTEST:

TOWN OF ORANGETOWN

ROSANNA SFRAGA, TOWN CLERK

TERESA M. KENNY, SUPERVISOR

BRIAN EDWARDS - CARETAKER

APPENDIX “A”

SUGGESTED ONGOING PREVENTATIVE MAINTENANCE – HENRY BORST PARK

DATE	TASK TO BE PERFORMED	CHECKED
	Clean drain in exterior stairwell of basement entry.	
	Inspect dehumidifier in basement regularly to ensure that it is performing properly; and drain when full or necessary.	
	Make sure air vents indoors and outside (intake, exhaust and forced air) are not blocked by snow or debris.	
	Check and clean range hood filters on a monthly basis.	
	Test the Ground Fault Circuit Interrupter(s) monthly by pushing test button. This should then cause the reset button to pop up.	
	Regularly check the house for safety hazards such as a loose handrail, lifting or buckling carpet, etc.	
	Inspect fire extinguishers to ensure they are fully charged.	
	Test smoke detector(s).	
	Drain off sediment from base of hot water tank.	
	Inspect bathtubs and sinks for caulking and leaks; repair as needed.	
	Check toilet supply/shut off valve.	
	Check operation of water pump and sump pump.	
	Defrost manual refrigerator; or if automatically defrosted, wash off shelves and clean.	
	Review emergency procedures and practice fire drill.	
	Clean or replace air filters when the system is in use for heating or cooling.	
	Vacuum heat registers, vents and radiators.	
	Clean faucet aerators and shower heads.	
	Check for signs of rodents, bats, roaches, termites, etc.	
	Clean gutters and downspouts.	
	Lubricate and repair windows and doors.	
	Check the operation of outside lighting; repair as necessary.	
	OTHER: (Please detail):	

SUGGESTED ONGOING FALL/AUTUMN MAINTENANCE CHECKLIST – HENRY BORST PARK

DATE	TASK TO BE PERFORMED	CHECKED
	Lubricate circulating pump on hot water heating system.	
	Turn ON gas furnace pilot light.	
	If the heat recovery ventilator has been shut off for the summer, clean the filters and the core, and pour water down the condensate drain to test it.	
	Clean portable humidifier if one is used.	
	Have well water tested for quality. It is recommended that you test for bacteria every six (6) months.	
	Replace window screens with storm windows.	
	Remove screens from inside of casement windows to allow air from the heating system to keep condensation off window glass.	
	Ensure all doors to the outside shut tightly, and check other doors for ease of use. Renew door weather-stripping if required.	
	Cover outside air-conditioning units.	
	Ensure that the ground around the home slopes away from the foundation wall, so that water does not drain into the basement.	
	Clean gutters.	
	Clean leaves from eaves, troughs and roofs, and test downspouts to ensure proper drainage from the roof.	
	Check chimneys for obstructions such as nests.	
	Drain and store outside hoses. Close valve to outdoor hose connection.	
	If you have a septic tank, measure the sludge and scum to determine if the tank needs to be emptied before the spring. Tanks should be pumped out at least once every three (3) years.	
	Trim trees and shrubs away from house.	
	Mow grass as needed.	
	Leaf and branch pick-up.	
	OTHER: (Please detail):	

SUGGESTED ONGOING WINTER MAINTENANCE CHECKLIST – HENRY BORST PARK

DATE	TASK TO BE PERFORMED	CHECKED
	After consulting the hot water tank owner’s manual, drain off a dishpan full of water from the clean-out valve at the bottom of you hot water tank to control sediment and maintain efficiency.	
	Clean humidifier two or three times during the winter season.	
	Vacuum bathroom fan grille.	
	Vacuum fire and smoke detectors, as dust and/or spider webs can prevent them from functioning.	
	Vacuum radiator grilles on back of refrigerators and freezers, and empty and clean drip trays.	
	Check gauge on all fire extinguishers; recharge or replace if necessary.	
	Check fire escape routes, door and window locks and hardware, and lighting around outside of house.	
	Check the basement floor drain to ensure the trap contains water. Refill with water if necessary.	
	Monitor your home for excessive moisture levels – for example, condensation on your windows, which can cause significant damage over time and pose serious health problems, and take corrective measures.	
	Check all faucets for signs of dripping and change washers as needed. Faucets requiring frequent replacement of washers may be in need of repair.	
	If you have a plumbing fixture that is not frequently used, such as a laundry tub or spare bathroom, sink, tub or shower stall, run some water briefly to keep water in the trap.	
	Clean drains in dishwasher, sinks, bathtubs and shower stalls.	
	Test plumbing shut-off valves to ensure that they are working and to prevent them from seizing.	
	Examine windows and doors for ice accumulation or cold air leaks. If found, make a note to repair or replace in the spring.	
	Examine the attic for frost accumulation. Check roof for ice dams or icicles.	
	Check electrical cords, plugs and outlets for all indoor and outdoor seasonal lights to ensure fire safety; if worn, or plugs or cords feel warm to the touch, replace immediately.	
	OTHER: (Please detail):	

SUGGESTED SPRING MAINTENANCE CHECKLIST – HENRY BORST PARK

DATE	TASKS TO BE PERFORMED:	CHECKED
	After consulting your hot water tank owner’s manual, carefully test the temperature and pressure relief valve to ensure it is not stuck.	
	Have fireplace or woodstove or chimney cleaned and serviced as needed.	
	Clean and replace air conditioning filters (if applicable).	
	Check dehumidifier and clean if necessary.	
	Turn OFF gas furnace and fireplace pilot lights where possible.	
	Have well water tested for quality. It is recommended that you test for bacteria every six (6) months.	
	Check smoke, carbon monoxide and security alarms and replace batteries.	
	Clean windows, screens and hardware, and replace storm windows with screens. Check screens first and repair or replace if needed.	
	Open valve to outside hose connection after all danger of frost has passed.	
	Examine the foundation walls for cracks, leaks or signs of moisture, and repair as required. Repair and paint fences as necessary.	
	Ensure sump pump is operating properly before the spring thaw sets in.	
	Re-level any exterior steps or decks which moved due to frost or settling.	
	Check eaves, troughs and downspouts for loose joints and secure attachment to your home, clear any obstructions, and ensure that water flows away from the foundation.	
	Clean gutters.	
	Undertake spring landscape maintenance and, if necessary, fertilize young trees.	
	Inspect wooden decks, steps and rails, for loose or damaged boards and raised nails. Repair as required.	
	Inspect roof materials and roof flashings.	
	Inspect weather stripping around doors and windows.	
	Mow grass; trim shrubs	
	Leaf and branch pick-up.	
	OTHER: (Please detail):	

SUGGESTED SUMMER MAINTENANCE CHECKLIST – HENRY BORST PARK

DATE	TASK TO BE PERFORMED	CHECKED
	Monitor basement humidity and avoid relative humidity levels above sixty (60%) percent. Use a dehumidifier to maintain safe relative humidity.	
	Check basement pipes for condensation or dripping, and take corrective action. For example, reduce humidity or insulate cold water pipes.	
	If you have a plumbing fixture that is not frequently used, such as a laundry tub, or spare bathroom sink, bathtub or shower stall, run some water briefly to keep water in the trap.	
	Vacuum bathroom fan grille.	
	Disconnect the duct connected to the dryer and vacuum lint from the duct, the area surrounding your dryer and your dryers vent hood outside.	
	Check security of all guardrails and handrails.	
	Check smooth functioning of all windows and lubricate as needed.	
	Inspect window putty on outside of glass panes and replace as needed.	
	Lubricate door hinges and tighten screws as needed.	
	Check and replace damaged caulking and weather-stripping around windows and doorways, including any door between the house and the garage.	
	Inspect electrical service lines for secure attachment where they enter your house, and make sure there is no water leakage into the house along the electrical conduit.	
	Check exterior wood siding and trim for signs of deterioration; clean, replace or refinish as needed.	
	Inspect basement/crawl space/attic for moisture issues.	
	Inspect for insect activity (termites, ants, wood bees, etc.)	
	Check for and seal any holes in exterior cladding that could be an entry point for small pests, such as bats, squirrels.	
	Remove any plants or roots that contact or can penetrate the siding or brick/concrete.	
	Note any sagging on the roof that could indicate structural problems requiring further investigation from inside the attic. Note the condition of all shingles for possible repair or replacement, and examine all roof flashings, such as at chimney or roof joints, for any signs of cracking or leakage.	
	Check the chimney cap and the caulking between the cap and the chimney.	
	Repair driveway and walkways as needed.	
	OTHER: (Please detail):	

Certification of Eligibles

<p style="text-align: center;">LORI GRUEBEL COMMISSIONER OF PERSONNEL</p> <hr/> <p>PT1 RECEIVED _____</p> <p>DATE CHANGE FORM RECEIVED _____</p> <p>ROSTER ENTRY MADE _____</p> <p>VET CR RECORDED _____ EL LIST ANNOTATED _____</p>	<p>TO BE COMPLETED BY APPOINTING OFFICER OR REPRESENTATIVE</p> <p><input type="checkbox"/> This Certification Not Used Because _____</p> <p><input type="checkbox"/> Request Name of More Eligibles</p> <p><input type="checkbox"/> No Additional Names Now Required</p> <p>Appointing Authority Must Sign and Date this Form on or before 12/23/2021 and return on or before 01/22/2022</p> <p>Appointing Authority: _____</p> <p>Date: _____ Title: _____</p>
<p>TO: SUPERVISOR TERESA KENNY TOWN OF ORANGETOWN ORANGETOWN TOWN BUILDING 26 ORANGEBURG ROAD ORANGEBURG, NY 10962</p>	<p>FROM: Rockland County Department of Personnel 50 Sanatorium Road – Building A Pomona, NY 10970</p>

JOB TITLE CLERK	LOCATION TOWN OF ORANGETOWN	EXAM NUMBER/PUBLIC NO 19137/
NUMBER OF CANDIDATES 20	POSITIONS 1/PERM/F	DATE OF CERTIFICATION 11/08/2021

<RESIDENT LIST>

COMPLETE CURRENT RESIDENTIAL LIST.

#	Name and Address	Final Exam Rating	V/O Credits	Report Of Action	Type of Appt	Salary	Effect Date
1	FOGARTY, KATHLEEN 15 LOIS DRIVE PEARL RIVER, NY 10965 845-735-8715(home) 845-548-8624(work) KATH826@VERIZON.NET	90.00	0.00/0.00				
2	DELISSER, RACHELE 50 EIMER STREET TAPPAN, NY 10983 (845)359-1479(home) (845)521-9881(work) RACHELE@DELISSER.COM	90.00	0.00/0.00				
3	JOYCE, RUTH 20 S. MIDDLETOWN ROAD APARTMENT # 17 PEARL RIVER, NY 10965 (845)624-2283(home) (845)304-1245(work) RUTHJOYCE84@GMAIL.COM	90.00	0.00/0.00				
4	PITT, KATHLEEN 153 FRANKLIN AVE APARTMENT 2 PEARL RIVER, NY 10965 (845) 709-4719(work) KATIEP915@GMAIL.COM	85.00	0.00/0.00				
5	VISCIONE, FRANK 86 S. MAGNOLIA STREET PEARL RIVER, NY 10965 (845)620-7607(home) FJV729@GMAIL.COM	80.00	0.00/0.00				
6	SMYTH-BONARDI, CHRISTINE 28 RENIE LANE BLAUVELT, NY 10913 (845)365-1142(home) (914)522-8771(work)	80.00	0.00/0.00				

Certification of Eligibles

	CBONARDI@OPTONLINE.NET						
7	BRUEN, JEANETTE 11 SARATOGA ST TAPPAN, NY 10983 (845) 359-8520(home) (845) 521-2586(work) J.BRUEN@ME.COM	80.00	0.00/0.00				
8	VILLANUEVA, JONI 41 ROLFE PLACE PEARL RIVER, NY 10965 (201) 953-3360(work) JONI.EVANGELISTA@YAHOO.CO M	80.00	0.00/0.00				
9	GUNNING, CHRISTINE 34 MOUNTAINVIEW AVE ORANGEBURG, NY 10962 (845)359-9321(home) (845)323-1146(work) CDGUNNING13@GMAIL.COM	80.00	0.00/0.00				
10	DUNN-SIMON, TERESA 15 GREENE STREET TAPPAN, NY 10983 (845) 398-9718(home) (845) 494-6505(work) TERRIDSIMON@GMAIL.COM	75.00	0.00/0.00				
11	ENGEL, KATHLEEN 8 CORTWOOD APARTMENTS ORANGEBURG, NY 10962 (845)376-9924(home) (845)376-9924(work) MONTAGFIR@AOL.COM	75.00	0.00/0.00				
12	CASSETTA, RASA 438 L SOMERSET DRIVE PEARL RIVER, NY 10965 (845)735-8998(home) (845)300-9748(work) RASA829@YAHOO.COM	75.00	0.00/0.00				
13	GARCIA, STEPHANIE 28 ROUTE 340 ORANGEBURG, NY 10962 (612)701-3758(work) GGSTEPH18@GMAIL.COM	75.00	0.00/0.00				
14	KORMUSIS, NICOLE 23 CYPRESS LANE ORANGEBURG, NY 10962 845-359-4751(home) 845-596-3445(work) NKORMUSIS@YAHOO.COM	75.00	0.00/0.00				
15	CUSACK, CHRISTINE 2 DEER PARK RD ORANGEBURG, NY 10962 (845) 359-1261(home) (646) 281-7592(work) CSCUSACK3@GMAIL.COM	75.00	0.00/0.00				
16	ALSTON, MICHELLE 146 DEPEW AVE NYACK, NY 10960 (845)290-5695(home)	70.00	0.00/0.00				

Certification of Eligibles

	(845)729-6202(work) SHALEL1966@HOTMAIL.COM					
17	REILLY, MICHELLE 108 EAST CARROLL STREET PEARL RIVER, NY 10965 (845) 735-5289(home) (914) 582-2650(work) MICHELLER27@HOTMAIL.COM	70.00	0.00/0.00			
18	KUNZMANN, MARY 96 MEYER OVAL PEARL RIVER, NY 10965 (914)261-5180(work) MARYKUNZMANN@YAHOO.COM	70.00	0.00/0.00			
19	CAPUTO, STEPHANIE 4 BELL LANE ORANGEBURG, NY 10962 845-520-1981(work) THECAPUTOS3106@YAHOO.COM	70.00	0.00/0.00			
20	DEALOE, MARGARET 215 WASHINGTON ST. APT 4C TAPPAN, NY 10983 (845)848-2149(home) (845)641-6391(work) MAGS845@AOL.COM	70.00	0.00/0.00			



Issuing Agency Signature

Appointing Agency Signature



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/18/2021

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 have ADDITIONAL INSURED provisions or 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 Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	CONTACT NAME: Ali Sulita PHONE (A/C No, Ext): 1-833-3ROTARY E-MAIL ADDRESS: rotary@ajg.com	FAX (A/C No): 630-285-4062
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Lexington Insurance Company	NAIC # 19437
INSURED All Active US Rotary Clubs & Districts Rotary Club of Pearl River ATTN: Risk Management Dept. 1560 Sherman Ave. Evanston, IL 60201-3698	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 899307648 **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 INSD	SUBR 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 <input checked="" type="checkbox"/> Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	015375594	7/1/2021	7/1/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			015375594	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 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 DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N N / A	NOT APPLICABLE			<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 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is included as an additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER

Town of Orangetown



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

Cynthia L. DeMonte



Application for Showmobile Use

Showmobile Requirements

Applications must be submitted to the Parks & Recreation Office no later than 8 weeks prior to your event in order to be placed on a Town Board agenda.

There are two pages to this application. Please read and understand all items listed on page 1 (this page) and upload your certificate of insurance.

Click "next" to advance to page 2 and fill out all requested information.

Upload Certificate of Insurance * PDF Doc - 2021-22-certificate-of-insurance.pdf 489.6KB

Before completing the Showmobile Request Form, please be aware of the following:

- + The total area needed for the Showmobile is a space 50 feet in length, 15 feet in width and 25 feet in height.
- + 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).
- + The lights require a 110 volt, 20 amp circuit to plug into within 150 feet of the right front side of the Showmobile. Additional electrical equipment must be plugged into a separate circuit.
- + The Showmobile must be parked in a relatively level space. The placement of the Showmobile is at the discretion of the Orangetown Parks & Recreation staff. Although every effort will be made to meet requests, this equipment does not go off road, over curbing, on uneven ground or over rough terrain.
- + The area must be free of obstructions such as overhanging tree limbs, electrical wires, etc.
- + The tow vehicle must remain with the Showmobile for the duration of the event.
- + In the event of winds in excess of 30 MPH, the stage canopy must be closed.
- + The Town seal is not to be covered and no nails, staples, tacks or tape may be used to attach any items to the Showmobile)
- + The organization will receive an emailed invoice after their event is complete. Payment is expected no later than 14 days after receipt of invoice.
- + A member of the organization renting the unit must be on site at time of arrival for proper set up as well as time of departure to assure all event tasks have been completed (i.e. removal of equipment)
- + Any changes/cancellations (unless otherwise agreed upon) to the event must be made 24 hours in advance by contacting Mark Albert at malbert@orangetown.com.

Additional Requirements:

- + Certificate of insurance required. Must name the Town of Orangetown as additionally insured.
- + Rental Costs: \$500.00 plus labor.

Showmobile Application

Event Information

Event/Festival Name *	Share Christmas and the Holidays		
Event Location Name *	Braunsdorf Park, Pearl River, NY 10965		
Event Address *	Street Address		
	MAIN STREET		
	Address Line 2		
	City	State / Province / Region	
	Pearl River	NY	
	Postal / Zip Code	Country	
	10965	United States	
Setup Date & Time *	12/10/2021		
	04:00:00 PM		
Take-Down Date & Time *	12/10/2021		
	11:00:00 PM		
Stair Arrangement *	<input checked="" type="radio"/> Right side of stage <input type="radio"/> Left side of stage <input type="radio"/> Front of stage <input type="radio"/> Not Sure		
Set-up Info *	Please describe in detail what the stage will be used for and how you intend to set it up. If you have a rain date, please list it here so long as all the information above is the same. The rain date is December 17, 2021. Please have stairs on both the left side and right side. Please have the stage set-up facing west on Main street and in the middle of Braunsdorf Park.		
Placement *	<input checked="" type="radio"/> Pavement <input type="radio"/> Grass/Field <input type="radio"/> Other		

Applicant Information

Applicant's Name *	Ryan O'Gorman
Organization Name *	Rotary Club of Pearl River
Organization Address *	P.O.Box 824
Organization City *	Pearl River
Organization State *	NY
Phone (w) *	8452223356
Phone (c) *	8452223356

Email*

ryan.ogorman@dc.edu

Signature*

A rectangular box containing a handwritten signature in black ink that reads "Ryan O'Gorman". The signature is written in a cursive style.

By checking this box and submitting this form, I acknowledge I have read, understand, accept, and agree to the above terms and conditions.

*

I accept the terms and conditions

TOWN OF ORANGETOWN
SPECIAL USE PERMIT FOR USE OF TOWN PROPERTY/ITEMS

PERMIT # 21-SP-051

EVENT NAME: Share Christmas and the Holidays - PR Rotary

APPLICANT NAME: PR Rotary

ADDRESS: P.O. Box 252 Pearl River, NY

PHONE #: _____ CELL # _____ FAX # _____

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

The above event will be held on 12/10/21 from 6pm to 10pm RAIN DATE: 12/17/21

Location of event: Braunsdorf Park

Sponsored by: Rotary Club of P.R. Telephone #: _____

Address: P.O. Box 252, Pearl River, NY 10965

Estimated # of persons participating in event: 500 vehicles 4

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

Rotary Club of Pearl River

Signature of Applicant: Steph S. Lee Date: 11/8/21

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Letter of Request to Town Board requesting aid for event - Received On: 11/5/21

Certificate of Insurance - Received On: _____

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit: Y / N - Received On: 11/5/21

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

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

Route/Map/Parking Plan: Y / N - Received On: S. Main Street bet. Central Ave + Franklin

RFS #: 51801 BARRICADES: Y / N CONES: Y / N TRASH BARRELS: Y / N OTHER: Message Board

APPROVED: [Signature] DATE: 11.9.21
Superintendent of Highways

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

Show Mobile: Y / N - Application Required: on site Fee Paid - Amount/Check # _____

Port-o-Sans: Other: _____

APPROVED: [Signature] DATE: 11/29/21
Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

Police Detail: Y / N: Police Auxiliary Items: _____

APPROVED: [Signature] DATE: 11/29/2021
Chief of Police

**** Please return to the Highway Department to be placed on the Town Board Workshop ****

Workshop Agenda Date: _____ Approved On: _____ TBR #: _____

RECEIVED

NOV 08 2021

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

JAMES J. DEAN
Superintendent of Highways
Roadmaster IV

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

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

RECEIVED

NOV 08 2021

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

ROAD CLOSING PERMIT APPLICATION
Section 139 Highway Law

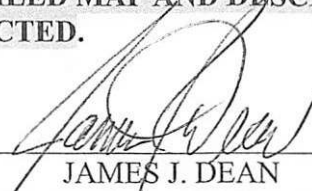
NAME Share Christmas and the Holidays DATE 11/8/21
COMPANY Rotary Club of Pearl River
ADDRESS P.O. Box 252, Pearl River, NY 10965
TELEPHONE _____
(INCLUDE 24 HOUR EMERGENCY NUMBERS)

ABOVE MENTIONED PARTY REQUESTS PERMISSION TO CLOSE:

S. Main Street - Braunsdorf Park
(Address number and name of road)
btwn. Central Avenue & Franklin Ave, PR
(Intersecting streets and/or description of exact location)

REASON FOR CLOSING Share Christmas & Holidays
DATE OF CLOSING 12/10/21 RAIN DATE 12/17/21
TIME ROAD WILL BE CLOSED 5:30 pm - 10:30 pm
WILL ROAD BE OPEN TO LOCAL TRAFFIC? NO
WILL ROAD BE OPEN TO EMERGENCY VEHICLES? Yes

PLEASE PROVIDE A DETAILED MAP AND DESCRIPTION OF DETOUR IF TRAVEL WILL BE RESTRICTED.

PRELIMINARY APPROVAL  DATE 11.9.21
JAMES J. DEAN
SUPERINTENDENT OF HIGHWAYS

This permit application will be forwarded to the Rockland County Superintendent of Highways, County of Rockland, 23 New Hempstead Road, New City, NY, 10956. You will receive written confirmation from that office.

8-13-02bjd

HAMLETS: PEARL RIVER · BLAUVELT · ORANGETOWN · TAPPAN · SPARKILL · PALISADES · UPPER GRANDVIEW



CLEAN STREETS = CLEAN STREAMS

Katherine Fairclough

From: Stephen Munno
Sent: Friday, November 5, 2021 3:45 PM
To: Robert Magrino
Cc: Elizabeth McConeghy; Katherine Fairclough; Lisa Porco
Subject: RE: Rotary Share Christmas and the Holidays

Thanks for the heads up Rob:

Talk soon,

Stephen

From: Robert Magrino
Sent: Thursday, November 4, 2021 3:38 PM
To: Stephen Munno <smunno@orangetown.com>; Aric Gorton <agorton@orangetown.com>
Cc: Detective Sergeant Anthony Palazolo <pal228301@orangetown.com>; Lieutenant James Sullivan <jsullivan@orangetown.com>; Carmel Reilly <creilly@orangetown.com>
Subject: Rotary Share Christmas and the Holidays

Stephen and Aric,

FYI, the Pearl River Rotary Club is planning on resuming its annual "Share Christmas and the Holidays" event on Main Street by Braunsdorf Park this year. The date is December 10, 2021, rain date December 17.

I will discuss the permitting process with you but wanted to put it out there so your departments were aware. By copy to PD, we will be asking for the auxiliary to assist again during the drive around the streets of Pearl River on 12/9 and 12/10.

Thanks.

Robert V. Magrino
Town Attorney
Town of Orangetown
26 Orangeburg Road
Orangeburg, NY 10962
Tel (845) 359-5100 Ext. 2247
Fax (845) 359-2715

Notice: This communication, including attachments, may contain information that is confidential and protected by the attorney/client or other privileges. It constitutes non-public information intended to be conveyed only to the designated recipient(s). If the reader or recipient of this communication is not the intended recipient, an employee or agent of the intended recipient who is responsible for delivering it to the intended recipient, or you believe that you have received this communication in error, please notify the sender immediately by return e-mail and promptly delete this e-mail, including

WARRANT

Warrant Reference	Warrant #	Amount
Approved for payment in the amount of		
	110821	\$ 1,054,385.17
	112321	\$ 4,750.00
	113021	\$ 1,261,062.61
	Total	\$ 2,320,197.78

The above listed claims are approved and ordered paid from the appropriations indicated.

APPROVAL FOR PAYMENT

AUDITING BOARD

Councilman Gerald Bottari

Councilman Paul Valentine

Councilman Thomas Diviny

Councilman Denis Troy

Supervisor Teresa M. Kenny

**TOWN OF ORANGETOWN
FINANCE OFFICE MEMORANDUM**

TO: THE TOWN BOARD
FROM: JEFF BENCIK, *DIRECTOR OF FINANCE*
SUBJECT: AUDIT MEMO
DATE: 11/24/2021
CC: DEPARTMENT HEADS



The audit for the Town Board Meeting of 11/30/2021 consists of 3 warrants for a total of \$2,320,197.78.

The first warrant had 65 vouchers for \$1,054,385 and had the following items of interest.

1. CSEA Employee Benefit Fund (p2) - \$31,709 for dental benefits.
2. Gentile, Steven (p3) - \$14,195 for 207c payments.
3. JP Morgan Equipment Finance (p4) - \$53,828 for Energy Performance Contract.
4. NYPA (p5) - \$21,790 for streetlight project.
5. NYS Dept. of Civil Service (p6) - \$738,986 for H/C benefits.

The second warrant had 1 voucher for \$4,750 and was for Pearl River "A" senior club expenses.

The third warrant had 156 vouchers for \$1,261,062 and had the following items of interest.

1. AKRF (p2) - \$9,311 for comprehensive plan study.
2. American Field Services (p5) - \$28,852 for dog park fencing.
3. Applied Business Systems (p7) - \$6,768 for postage.
4. Applied Golf (p7) - \$124,500 for Blue Hill management contract.
5. Applied Golf (p7) - \$49,583 for Broadacres management contract.
6. Brooker Engineering (p10) - \$16,585 for drainage review escrow.
7. Capasso & Sons (p11) - \$74,301 for recycling.
8. Chiapperino & Sons (p13) - \$54,700 mill and paving of Henry street.
9. Cotter, Michael (p15) - \$14,025 for CTR inspections.
10. Dell Marketing (p17) - \$26,223 for security suite.

11. Eagle Point Gun (p18) - \$11,774 for Police ammunition.
12. Edmunds Govtech (p19) - \$16,780 for software.
13. Environmental Construction (p19) - \$65,934 for Bright Lane emergency repairs.
14. Global Montello. (p22) - \$44,988 for fuel.
15. Goosetown Enterprises (p26) - \$7,760 for Police equipment leases.
16. Gorman Brothers (p26) - \$190,338 for chip seal (bonded).
17. Johnson Controls (p31) - \$7,386 for building maintenance agreements.
18. Ken's Tree Care (p33) - \$16,445 for tree pruning various locations.
19. Met Life (p35) - \$13,138 for Police dental benefits.
20. Munis (p35) - \$25,480 for Building software.
21. NYS Dept. of Environmental Conservation (p35) - \$15,500 for annual SPDES sewer permit.
22. Precision Electric Motor Works (p36) - \$8,986 for emergency pump repair.
23. Smith Control Systems (p38) - \$8,108 for cimplicity software upgrade (sewer).
24. State Comptroller (p48) - \$27,518 for Justice fines.
25. The Morey Organization (p49) - \$6,196 for senior event.
26. Tilcon NY (p50) - \$233,492 for highway materials.
27. Zarin & Steinmetz (p55) - \$5,914 for outside counsel.

Please feel free to contact me with any questions or comments.

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