

**TOWN OF ORANGETOWN: TOWN BOARD
ROCKLAND COUNTY: STATE OF NEW YORK**

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In the Application of:

VAN HOUTEN FARM MARKET BENEFIT TRUST,

**VERIFIED PETITION
FOR ZONING TEXT
AMENDMENT**

TOWN OF ORANGETOWN
2021 SEP 15 A 10:30
TOWN CLERK'S OFFICE

Petitioner,

To Amend the Town of Orangetown Code, Chapter 43,
Zoning Article XI and Table of Use Requirements for
the R-80 Zone District by defining Agricultural
Operations and to Allow Agricultural Operations and
Agri-Tourism by Right.

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Petitioner VAN HOUTEN FARM MARKET BENEFIT TRUST (“Petitioner”), by its attorneys Bleakley Platt & Schmidt, LLP, respectfully petitions the Town Board (“Town Board”) of the Town of Orangetown, New York (“Town”) as follows:

Introduction

1. This is a Petition pursuant to NY Town Law § 265 and the Orangetown Town Code (the “Code”), Chapter 43, §§ 10.4 and 10.5 to amend the Code to specifically define “agricultural operation” and “agri-tourism” and to permit such uses on properties of five acres or more, including the production, consumption, and sale of cider in the context of a commercial agricultural operation.

2. Petitioner is the owner of real property located at 68 Sickletown Road, Orangeburg, NY, presently designated as Tax Map Section 69.19, Block 1, Lot 6 (the “Property”). Petitioner currently operates a successful farm nurse business at the Property, which has been utilized as a farm by the Van Houten family since 1812.

3. Rulef Van Houten bought the historic Cuyper-Van Houten Stone House at 66 Sickletown Road in 1812 along with the surrounding land. Rulef Van Houten had a gris mill and sawmill on the property using power from the Naurashaun Brook (located where Sickletown & Blauvelt split west of the farm). The Property also was utilized for farming livestock, grain and vegetables.

4. Van Houten Farms as we know it today started in 1946 and remains one of the oldest and continued agricultural business in the Town. Annexed hereto as Exhibit "A" is a site plan of the Property, dated August 19, 2021, based on the existing conditions of the site, and prepared by Jay A. Greenwell, PLS, LLC.

5. The nature of farm nursey operations has changed over the years. What may have worked years and years ago, is no longer the case. To remain a sustainable and viable agricultural operation, the Petitioner broadened its agricultural offerings at the Property by introducing a cidery, music, food trucks and fire pits to attract and retain customers. Gone are the days of nurseries/farms having a singular, linear purpose. To survive as an agricultural use, Petitioner had to pivot with the times and evolve with new, agricultural related uses.

6. The Property is situated in the R-40 Zone District and is approximately 7.1 acres. Uses Permitted by Right in the R-40 Zone District are the same as those permitted by right in the R-80 Zone District except for No. 2(c) in Column 2 of the R-80 Use Regulations.¹

7. Currently, the Town permits the following uses by right in the R-80 and R-40 Zone Districts:

Uses Permitted by Right

The following commercial *agricultural operation*, provided that there shall be no greenhouse-heating plant where coal is used for

¹ Since uses in the R-40 are the same as R-80, this Petition seeks an amendment to the R-80 Use Table which would also apply to R-40 Use Table.

fuel, stables or similar animal housing or the storage of manure or other odor-or dust-producing substance or use, except spraying or dusting to protect vegetation within 200 feet of any lot line:

- (a) Nurseries, greenhouses and growing of mushrooms, provided that no smokestacks shall exceed the height regulations.
- (b) Orchards, truck gardening and growing of field crops and vineyards and growing of other bush or berry crops.

See Attachment 1, Chapter 43, Table of General Use Regulation, R-80 District, Column 2, item 2 (emphasis added).

General Accessory Uses

Buildings for display and sale of agricultural products, at least 50% of which shall be grown by the owner or lessee of the premises, provided that such building is at least 30 feet from any lot line; buildings for processing and storing of agricultural products subject to the same restrictions as for buildings for the display and sale; temporary open stands for display and sale of agricultural products subject to the same restrictions as buildings, except that such shall be located not less than 15 feet from any lot line and shall not encroach on pedestrian or vehicular rights-of-way or any required parking space.

See Attachment 1, Chapter 43, Table of General Use Regulation, R-80, Column 5, item No. 7.

8. Interestingly, the terms, “agricultural operation” and “nursery” are not defined anywhere in the Town Code.

9. Both agriculture and agri-tourism are legitimate zoning objectives under New York Agricultural and Markets Law and the New York State Constitution. It is the policy of the New York State Constitution to preserve agriculture and uses related to such use.

10. Petitioner seeks amendments to the Code to clarify what would constitute an agricultural operation and to allow agri-tourism as a legitimate land use objective in the Town. Specifically, Petitioner seeks amendments to i) Chapter 43, Zoning, Article XI, Definitions and Word usage, by inserting definitions of “agricultural operations” and “agri-tourism” and allow such uses to operate on property in the R-80 and R-40 Zone Districts on properties of five (5) acres

or more; ii) the R-80 Table of General Use Regulations Use Regulations by inserting under Column 1 - Uses Permitted By Right – Town Board, after item Number 2(c), the following text:

d. Agricultural operations and agri-tourism as defined in Article XI, Chapter 43 of the Town Code; and

iii) Amend the Town of Orangetown Table of General Use Regulations for R-80, Column 6, Minimum Required Off Street Parking Spaces by inserting after item number 9, the following:

Use	At least 1 Parking Space for each
10) Agricultural and agri-tourism on property with a minimum of five (5) acres	400 square feet of GFA

(together, the “Proposed Amendments”). A draft of the Proposed Amendments is annexed hereto as Exhibit “B”).

11. Petitioner submits that the Proposed Amendments would clarify and legalize all uses currently in operation on the Property which are all consistent with agricultural operations and agri-tourism as those uses have evolved over time.

12. Additionally, the Proposed Amendments would remove any ambiguity or vagueness as to what constitutes an agricultural operation, while at the same time support the legitimate Town and State policies designed to preserve and foster such agricultural uses, particularly on a Property that has served as an agricultural landmark for over 200 years, long before the enactment of local zoning controls.

13. For the reasons set forth below, Petitioner respectfully requests that the Town Board accept the instant Petition, and commence the requisite environmental, planning and legislative review of the procedures to amend the Code as set forth in this Petition (collectively, the “Action”).

The Petitioner and the Property

14. As set forth above, Petitioner owns and operates one of the oldest and longest, continuous serving nursery and agricultural operations in the Town.

15. Petitioner has a numerous following both in its customer base and on social media.

16. The Property is the County's premier destination for superior annuals, perennials, hanging baskets, roses, and vegetable and herb plants. Petitioner also carries a full selection of flowering shrubs, evergreens, trees, groundcovers and gardening supplies. The Property contains greenhouses, concrete and wood structures, tasting room, stables, riding rings, fire pits, indoor/outdoor seating, and tables among other items consistent with agricultural use.

17. In 2019, Petitioner opened Rockland Cider Works on the Property making cider using 100% New York apples and offering other New York State beers, wines and spirits, all in keeping with the context of its agricultural operation.

18. Over the course of last two centuries, single-family homes developed around the Property.

19. While the Code permits commercial agricultural operations by right, the lack of any definition fails to account for how such agricultural uses have evolved over time. Today, in order for such agricultural uses to survive, it must be tied to entertainment, agri-tourism, spirits, and other outdoor activities that can attract customers and make the Property a go to destination.

20. The proposed Action would simply legalize and clarify what constitutes an agricultural operation. The use is compatible with the zoning in the immediate area and the Town's overall needs. It is well within the Town Board's broad legislative authority to undertake this Action. *See Goodrich v. Town of Southhampton*, 39 N.Y.2d 1008, 387 N.Y.S.2d 242, 243 (1976) (noting the "strong presumption of validity which attaches to the legislative determinations" of a municipality when enacting zoning ordinances).

SEQRA

21. Pursuant to the New York State Environmental Quality Review Act ("SEQRA"), annexed hereto as Exhibit "C" is Petitioner's Full Environmental Assessment Form ("EAF"), prepared by Petitioner's engineering consultant, Jay A. Greenwell, PLS, LLC. Although

Petitioner fully expects to develop a comprehensive assessment of the Action during the SEQRA process, the EAF outlines the anticipated areas of potential environmental concern, such as traffic, stormwater management, visual impacts, and potential social and fiscal benefits for the Town.

22. In accordance with SEQRA Regulations, the proposed Action is an Unlisted Action, as it does not meet Type I Action thresholds.

23. Since the threshold elements of the Action involve the Town Board's legislative and administrative authority, we respectfully submit that the Town Board is the appropriate entity to serve as Lead Agency.

Requested Relief

1. In furtherance of this Action, Petitioner respectfully requests that the Town Board take the following administrative and legislative steps:

- (a) accept this Petition;
- (b) declare its intention to serve as Lead Agency to review the entire Action in a coordinated review pursuant to the SEQRA Regulations;
- (c) refer the proposed Proposed Amendments to the appropriate agencies and Rockland County Department of Planning for review and recommendations;
- (d) amend the Town Zoning Code definitions and R-80 Table of General Use Regulations; and
- (e) taking such steps and other actions as the Board deems necessary.

[INTENTIONALLY LEFT BLANK]

Dated: September 14, 2020
White Plains, New York

Respectfully submitted,

BLEAKLEY PLATT & SCHMIDT, LLP

By:

A handwritten signature in black ink, appearing to read "L. Sciarretta", written over a horizontal line.

Lino J. Sciarretta, Esq.

Brian J. Quinn, Esq.

Attorneys for the Petitioner

One North Lexington Ave – 7th Floor

White Plains, New York 10601

914-949-2700

VERIFICATION

STATE OF NEW YORK)
)
COUNTY OF ROCKLAND) s.s.:

Elisabeth C. Van Houten hereby deposes that she is a Trustee of the Van Houten Farm Market Benefit Trust, the Petitioner in this proceeding, and owner of a certain 7.1848-acre parcel of real property located on 68 Sickletown Road, Orangeburg, New York, presently designated as Tax Map Number 69.19-1-6, and says that the foregoing Petition is true to her knowledge, except as to those matters therein stated to be alleged on information and belief and as to those matters she believes them to be true.


Name: Elisabeth C. Van Houten
Title: Trustee of Van Houten Farm Market Benefit Trust

Sworn to before me this
14th day of September, 2021


Notary Public

LINO J. SCIARRETTA
NOTARY PUBLIC, State of New York
No. 02SC6327920
Qualified in Rockland County
Term Expires July 20, 2019 2023

EXHIBIT "A"

SITE PLAN BASED ON EXISTING CONDITIONS

EXHIBIT "B"
PROPOSED LOCAL LAW

PROPOSED LOCAL LAW
TOWN OF ORANGETOWN
PROPOSED LOCAL LAW # ____ - 2021

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

Section 1. Title

A Local Law Amending the General Use and Bulk Requirements for R-80 Zone Districts.

Section 2. Legislative Intent.

The Town Board recognizes that protection of agriculture and agri-tourism is a legitimate zoning objective under New York State's statutes, which the regulations set forth in this section seek to achieve. It is also a policy of the New York State Constitution to preserve agriculture and uses related thereto. The mechanism for achieving this balance is to permit a modification in the Town's use and bulk requirements in the R-80 Zone District. If an applicant meets the requirements below, the Town Board shall permit agricultural activities and agri-tourism uses to be developed and operated on qualified sites with a minimum of five (5) acres.

Section 3. Text Amendments.

Amend Chapter 43, Zoning, Article XI, Definitions and Word Usage by adding the following definition:

Agricultural Operations – land, buildings and equipment used to produce, prepare and market crops, livestock and livestock products as a commercial enterprise, including but not limited to the following on sites of five (5) acres or more: 1) field crops including corn, wheat, oats, rye, barley, hay, potatoes, dry beans and sod; 2) vegetables including tomatoes, snap beans, cabbage, carrots, beets, onions and corn; 3) fruits including apples, berries, cherries, peaches and pumpkins; 4) horticultural ornamental specialties including nursery stock, shrubs, ornamental trees, flowers and vegetables; 5) Christmas trees derived from a managed Christmas tree operation whether dug for transplanting or cut from the stump; 6) Further, agricultural operations shall include an activity engaged in, by, or on behalf of a farmer in connection with any furtherance of the business of agriculture or farming and shall include, without limitation, tillage, planting, harvesting and marketing; construction of farm structures and facilities, including farm wineries and other on-farm food processing, as permitted by local and state building code regulation, in order to enhance the marketing of farm products; construction and maintenance of certain farm buildings and other structures related to agricultural practices.

Agri-tourism - a set of activities that occurs when people link travel with the products, services, and experiences of agriculture. Agri-tourism is conducted for the enjoyment or education of the public and primarily promotes the sale, marketing, production, harvesting, or use of the products of the farm operation. Examples of agri-tourism include, but are not limited to, hayrides, food

trucks, music, farm winery pursuant to Section 76-A of the New York State Alcoholic Beverage Control Law, farm tours, and farm festivals designed to support farm operations.

Amend the Town of Orangetown Table of General Use Requirements for the R-80 Zone District, by inserting under Column 1 - Uses Permitted By Right – Town Board, after item Number 2(c), the following text:

d. Agricultural operations and agri-tourism as defined in Article XI, Chapter 43 of the Town Code.

Amend the Town of Orangetown Table of General Use Regulations for R-80, Column 6, Minimum Required Off Street Parking Spaces by inserting after item number 9, the following:

Use	At least 1 Parking Space for each
10) Agricultural and agri-tourism on property with a minimum of five (5) acres.	400 square feet of GFA

Section 3. When effective.

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

EXHIBIT "C"

Full Environmental Assessment Form

**Full Environmental Assessment Form
Part 1 - Project and Setting**

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Sponsor Information.

Name of Action or Project: Rockland Cider Works		
Project Location (describe, and attach a general location map): 68 Sickletown Road, Orangeburg, NY 10962		
Brief Description of Proposed Action (include purpose or need): Existing farm stand and horse stables will remain, and cider production facility with tasting room, shed, indoor and outdoor guest seating to be maintained. A zoning text amendment from the Town Board is being requested to permit the production, consumption and sale of cider on site, in the context of a commercial agricultural operation.		
Name of Applicant/Sponsor: Van Houten Farm Market Benefit Trust		Telephone: 518-231-8000
		E-Mail: elisabeth@vanhoutenfarmsny.com
Address: 68 Sickletown Road		
City/PO: Orangeburg	State: NY	Zip Code: 10962
Project Contact (if not same as sponsor; give name and title/role): Brian J. Quinn, Esq.		Telephone: 914-287-6122
		E-Mail: bquinn@bpslaw.com
Address: Bleakley Platt & Schmidt LLP, 1 North Lexington Ave.		
City/PO: White Plains	State: NY	Zip Code: 10601
Property Owner (if not same as sponsor): Van Houten Farm Market Benefit Trust; Elisabeth Van Houten, Trustee		Telephone: 518-231-8000
		E-Mail: elisabeth@vanhoutenfarmsny.com
Address: 68 Sickletown Road		
City/PO: Orangeburg	State: NY	Zip Code: 10962

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees	Proposed Zone Text Amendment to modify agricultural use definition	Sept. 2021 +/-
b. City, Town or Village <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Planning Board or Commission	Site Plan approval	Aug. 2021
c. City Council, Town or <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Village Zoning Board of Appeals	Possibly, for setbacks to existing buildings	Oct. 2021 +/-
d. Other local agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	ACABOR	Nov. 2021 +/-
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	RC Planning--GML review, RC Drainage Agency--Stream, RC Highway--Sickletown Rd.	Oct. 2021 +/-
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
h. Federal agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

C. Planning and Zoning

C.1. Planning and zoning actions.	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<ul style="list-style-type: none"> • If Yes, complete sections C, F and G. • If No, proceed to question C.2 and complete all remaining sections and questions in Part 1 	
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s):	

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s):	

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. Yes No
 If Yes, what is the zoning classification(s) including any applicable overlay district?
R-40 zoning

b. Is the use permitted or allowed by a special or conditional use permit? Yes No

c. Is a zoning change requested as part of the proposed action? Yes No
 If Yes,
 i. What is the proposed new zoning for the site? Zoning text to permit cider production, consumption and sales in agricultural use definition

C.4. Existing community services.

a. In what school district is the project site located? Pearl River

b. What police or other public protection forces serve the project site?
Orangetown Police, Fire, and Ambulance

c. Which fire protection and emergency medical services serve the project site?
Orangetown

d. What parks serve the project site?
Palisades Int. Park system, Blauvelt State Park, Tackamack Park

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Residential, Water supply reservoir, summer day camp, church

b. a. Total acreage of the site of the proposed action? 7.102 acres
 b. Total acreage to be physically disturbed? 0 acres
 c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 7.102 acres

c. Is the proposed action an expansion of an existing project or use? Yes No
 i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? Yes No
 If Yes,
 i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) _____
 ii. Is a cluster/conservation layout proposed? Yes No
 iii. Number of lots proposed? _____
 iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will proposed action be constructed in multiple phases? Yes No
 i. If No, anticipated period of construction: _____ months
 ii. If Yes:
 • Total number of phases anticipated _____
 • Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
 • Anticipated completion date of final phase _____ month _____ year
 • Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? Yes No
 If Yes, show numbers of units proposed.

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? Yes No
 If Yes,

i. Total number of structures 2 Sheds (ex)

ii. Dimensions (in feet) of largest proposed structure: 10' +/- height; 8' width; and 16' length

iii. Approximate extent of building space to be heated or cooled: no new heated / cooled area square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? Yes No
 If Yes,

i. Purpose of the impoundment: _____

ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: _____

iii. If other than water, identify the type of impounded/contained liquids and their source. _____

iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres

v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? Yes No
 (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)
 If Yes:

i. What is the purpose of the excavation or dredging? _____

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____

iv. Will there be onsite dewatering or processing of excavated materials? Yes No
 If yes, describe. _____

v. What is the total area to be dredged or excavated? _____ acres

vi. What is the maximum area to be worked at any one time? _____ acres

vii. What would be the maximum depth of excavation or dredging? _____ feet

viii. Will the excavation require blasting? Yes No

ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? Yes No
 If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will proposed action cause or result in disturbance to bottom sediments? Yes No
 If Yes, describe: _____

iv. Will proposed action cause or result in the destruction or removal of aquatic vegetation? Yes No
 If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? Yes No
 If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? Yes No
 If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No
- Do existing lines serve the project site? Yes No

iii. Will line extension within an existing district be necessary to supply the project? Yes No
 If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? Yes No
 If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? Yes No
 If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? Yes No
 If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No

• Do existing sewer lines serve the project site? Yes No
 • Will line extension within an existing district be necessary to serve the project? Yes No
 If Yes:
 • Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? Yes No
 If Yes:
 • Applicant/sponsor for new district: _____
 • Date application submitted or anticipated: _____
 • What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge, or describe subsurface disposal plans):

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? Yes No
 If Yes:
 i. How much impervious surface will the project create in relation to total size of project parcel?
 _____ Square feet or _____ acres (impervious surface)
 _____ Square feet or _____ acres (parcel size)
 ii. Describe types of new point sources. _____

 iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

 • If to surface waters, identify receiving water bodies or wetlands: _____

 • Will stormwater runoff flow to adjacent properties? Yes No

iv. Does proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? Yes No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? Yes No
 If Yes, identify:
 i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

 ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

 iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? Yes No
 If Yes:
 i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) Yes No
 ii. In addition to emissions as calculated in the application, the project will generate:
 • _____ Tons/year (short tons) of Carbon Dioxide (CO₂)
 • _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
 • _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
 • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
 • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)
 • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No

If Yes:

i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of semi-trailer truck trips/day: _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? Yes No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? Yes No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____

iii. Will the proposed action require a new, or an upgrade to, an existing substation? Yes No

l. Hours of operation. Answer all items which apply.

<p><i>i. During Construction:</i></p> <ul style="list-style-type: none"> • Monday - Friday: _____ na • Saturday: _____ na • Sunday: _____ na • Holidays: _____ na 	<p><i>ii. During Operations:</i></p> <ul style="list-style-type: none"> • Monday - Friday: _____ Seasonal 12 - 8 pm • Saturday: _____ 12-7 pm • Sunday: _____ 12-7 pm • Holidays: _____ same
---	--

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? Yes No
 If yes:
 i. Provide details including sources, time of day and duration:

ii. Will proposed action remove existing natural barriers that could act as a noise barrier or screen? Yes No
 Describe: _____

n. Will the proposed action have outdoor lighting? Yes No
 If yes:
 i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:
Yes, decorative low level lighting overhead

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Yes No
 Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? Yes No
 If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? Yes No
 If Yes:
 i. Product(s) to be stored _____
 ii. Volume(s) _____ per unit time _____ (e.g., month, year)
 iii. Generally describe proposed storage facilities: _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? Yes No
 If Yes:
 i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? Yes No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? Yes No
 If Yes:
 i. Describe any solid waste(s) to be generated during construction or operation of the facility:
 • Construction: _____ tons per _____ (unit of time)
 • Operation: _____ tons per _____ (unit of time)
 ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:
 • Construction: _____
 • Operation: _____

iii. Proposed disposal methods/facilities for solid waste generated on-site:
 • Construction: _____
 • Operation: _____

s. Does the proposed action include construction or modification of a solid waste management facility? Yes No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

Urban Industrial Commercial Residential (suburban) Rural (non-farm)

Forest Agriculture Aquatic Other (specify): _____

ii. If mix of uses, generally describe:

Residential homes, reservoir, church, summer camp

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	1.5	1.5	0
• Forested	0	0	0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0.3	0.3	0
• Agricultural (includes active orchards, field, greenhouse etc.)	0.75	0.75	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0.3	0.3	0
• Wetlands (freshwater or tidal)	in above	in above	0
• Non-vegetated (bare rock, earth or fill)	3.75	3.75	0
• Other Describe: <u>Landscaping</u>	0.5	0.5	0

c. Is the project site presently used by members of the community for public recreation? Yes No
 i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? Yes No
 If Yes,
 i. Identify Facilities:
summer camp - Kaufmann Camp

e. Does the project site contain an existing dam? Yes No
 If Yes:
 i. Dimensions of the dam and impoundment:
 • Dam height: _____ feet
 • Dam length: _____ feet
 • Surface area: _____ acres
 • Volume impounded: _____ gallons OR acre-feet
 ii. Dam's existing hazard classification: _____
 iii. Provide date and summarize results of last inspection:

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? Yes No
 If Yes:
 i. Has the facility been formally closed? Yes No
 • If yes, cite sources/documentation: _____
 ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

 iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes No
 If Yes:
 i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes No
 If Yes:
 i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: Yes No
 Yes - Spills Incidents database Provide DEC ID number(s): _____
 Yes - Environmental Site Remediation database Provide DEC ID number(s): _____
 Neither database
 ii. If site has been subject of RCRA corrective activities, describe control measures: _____
 iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? Yes No
 If yes, provide DEC ID number(s): _____
 iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

v. Is the project site subject to an institutional control limiting property uses? Yes No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ 5-6 feet

b. Are there bedrock outcroppings on the project site? Yes No
 If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ 0 %

c. Predominant soil type(s) present on project site:

Hinckley gravelly loamy sand	_____	90 %
Alden Silt Loam	_____	5 %
Wethersfield Gravelly Silt Loam	_____	5 %

d. What is the average depth to the water table on the project site? Average: _____ 6+ feet

e. Drainage status of project site soils: Well Drained: _____ % of site
 Moderately Well Drained: _____ % of site
 Poorly Drained: _____ % of site

f. Approximate proportion of proposed action site with slopes: 0-10%: _____ 95 % of site
 10-15%: _____ 5 % of site
 15% or greater: _____ % of site

g. Are there any unique geologic features on the project site? Yes No
 If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? Yes No

ii. Do any wetlands or other waterbodies adjoin the project site? Yes No
 If Yes to either i or ii, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? Yes No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name Naurashaun Brook Classification C(T)
- Lakes or Ponds: Name Lake Tappan Classification A
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No
 If yes, name of impaired water body/bodies and basis for listing as impaired: _____
Naurashaun Brook--"pollutants of unknown toxicity" per NYS DEC

i. Is the project site in a designated Floodway? Yes No

j. Is the project site in the 100 year Floodplain? Yes No

k. Is the project site in the 500 year Floodplain? Yes No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? Yes No
 If Yes:
 i. Name of aquifer: Principal Acquirer--per NYS DEC

<p>m. Identify the predominant wildlife species that occupy or use the project site:</p> <p>raccoon / opossum / squirrels deer bird life</p> <p>rodents</p>	
<p>n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe the habitat/community (composition, function, and basis for designation): _____</p> <p>ii. Source(s) of description or evaluation: _____</p> <p>iii. Extent of community/habitat:</p> <ul style="list-style-type: none"> • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres 	
<p>o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, give a brief description of how the proposed action may affect that use: _____</p>	
<p>E.3. Designated Public Resources On or Near Project Site</p>	
<p>a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, provide county plus district name/number: _____</p>	
<p>b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>i. If Yes: acreage(s) on project site? _____</p> <p>ii. Source(s) of soil rating(s): _____</p>	
<p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature</p> <p>ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____</p>	
<p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. CEA name: _____</p> <p>ii. Basis for designation: _____</p> <p>iii. Designating agency and date: _____</p>	

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on, or has been nominated by the NYS Board of Historic Preservation for inclusion on, the State or National Register of Historic Places?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District	
ii. Name: _____	
iii. Brief description of attributes on which listing is based: _____	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	
If Yes:	
i. Describe possible resource(s): _____	
ii. Basis for identification: _____	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
i. Identify resource: <u>Palsades Int. Parkway</u>	
ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): <u>Scenic Byway</u>	
iii. Distance between project and resource: _____ 1.5 +/- miles.	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
i. Identify the name of the river and its designation: _____	
ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	

F. Additional Information


Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Van Houten Farm Market Benefit Trust Date August 25, 2021

Signature  Title Trustee

Lino J. Sciarreta, Esq.
Phone: 914-287-6177
Email: lsciarreta@bpslaw.com

September 15, 2021

BY HAND

Supervisor Teresa M. Kenny & Members of the Town Board
Town of Orangetown
26 Orangeburg Road
Orangeburg, NY 10962

Re: Zoning Petition – 68 Sickletown Road, Orangeburg, NY (the “Property”)

TOWN OF ORANGETOWN
2021 SEP 15 A 10:30
TOWN CLERK'S OFFICE

Dear Supervisor Kenny & Members of the Town Board:

We represent Petitioner, Van Houten Farm Market Benefit Trust (“Van Houten”), in connection with the above-referenced matter. Van Houten is the owner of the Property where Van Houten Farms and Rockland Cider Works currently operate. The Property is situated in the R-40 Zone District and is approximately 7.1 acres. Generally, uses permitted by right in the R-40 Zone District are the same as those permitted by right in the R-80 Zone District.

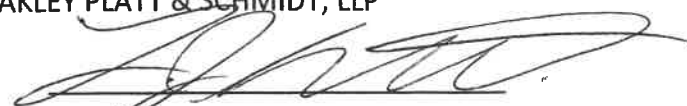
In sum, this Petition seeks to amend the Code to specifically define “agricultural operation” and “agri-tourism” and to permit such uses on properties of five acres or more, including the production, consumption, and sale of cider and related products in the context of a commercial agricultural operation. The term, “agricultural operation,” while used in the Town Zoning Code, is not a defined term. Petitioner submits that the proposed amendments would clarify and legalize all uses currently in operation on the Property, which are consistent with agricultural operations and agri-tourism as those uses have evolved over time.

To that end, enclosed are an original and nine (9) copies of the zoning petition. We respectfully request the Town Board place the petition on the next available agenda and begin the review process. Please let us know anything else you require and do not hesitate to contact our office should you have any questions or comments.

Respectfully submitted,

BLEAKLEY PLATT & SCHMIDT, LLP

By:



Lino J. Sciarreta
Brian J. Quinn

Enclosures

Brian J. Quinn, Esq.
Direct: 914-287-6122
Email: bquinn@bpslaw.com

November 30, 2021

Via Email: rmagrino@orangetown.com

Robert V. Magrino, Esq.
Town Attorney
Town of Orangetown
26 W Orangeburg Road
Orangeburg, NY 10962

Re: Proposed Text Amendment

Dear Rob:

Attached for your review and distribution to the Supervisor and Town Board is a revised Exhibit B to the Zoning Petition filed with the Town on September 15, 2021. You will recall that Exhibit B is the proposed local law we submitted to the Town for consideration. Based on comments we received from the Town Board on November 9, discussions with you and comments from Rockland County Department of Planning, we revised the local law to make "Agricultural Activities" and "Agri-tourism," uses by "Special Permit" by the Town Board. With this version of the local law, the Town Board can impose reasonable conditions to the issuance of the special permit for such use. We look forward to discussing this local law with the Town Board at the December 14 meeting.

Thank you.

Very truly yours,
Bleakley Platt & Schmidt LLP

s/Brian J. Quinn

Brian J. Quinn

BJQ/br
Enclosure

TOWN OF ORANGETOWN
PROPOSED LOCAL LAW # ____ - 2021

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

Section 1. Title

A Local Law Amending the General Use and Bulk Requirements for R-80 Zone Districts.

Section 2. Legislative Intent.

The Town Board recognizes that protection of agriculture and agri-tourism is a legitimate zoning objective under New York State's statutes, which the regulations set forth in this section seek to achieve. It is also a policy of the New York State Constitution to preserve agriculture and uses related thereto. The mechanism for achieving this balance is to permit a modification in the Town's use and bulk requirements in the R-80 Zone District. If an applicant meets the requirements below, the Town Board shall grant a special use permit, with reasonable conditions, allowing agricultural activities and agri-tourism uses to be developed and operated on qualified sites with a minimum of five (5) acres. The special use permit would remain in effect and run with the land until such time the use of the land changes.

Section 3. Text Amendments.

Amend Chapter 43, Zoning, Article XI, Definitions and Word Usage by adding the following definition:

Agricultural Activities - land, buildings and equipment used to produce, prepare and market crops, livestock and livestock products as a commercial enterprise, including but not limited to the following on sites of five (5) acres or more: 1) field crops including corn, wheat, oats, rye, barley, hay, potatoes, dry beans and sod; 2) vegetables including tomatoes, snap beans, cabbage, carrots, beets, onions and corn; 3) fruits including apples, berries, cherries, peaches and pumpkins; 4) horticultural ornamental specialties including nursery stock, shrubs, ornamental trees, flowers and vegetables; 5) Christmas trees derived from a managed Christmas tree operation whether dug for transplanting or cut from the stump; 6) Further, agricultural operations shall include any activity engaged in, by, or on behalf of a farmer in connection with any furtherance of the business of agriculture or farming and shall include, without limitation, tillage, planting, harvesting and marketing; construction of farm structures and facilities, including farm wineries, cideries and other on-farm food processing, as permitted by local and state building code regulation, in order to enhance the marketing of farm products; construction and maintenance of certain farm buildings and other structures related to agricultural practices.

Agri-tourism - a set of activities that occurs when people link travel with the products, services, and experiences of agriculture. Agri-tourism is conducted for the enjoyment or education of the public and primarily promotes the sale, marketing, production, harvesting, or use of the products of the farm operation. Examples of agri-tourism include, but are not limited to, hayrides, food

trucks, music, farm winery or cidery pursuant to Section 76-A of the New York State Alcoholic Beverage Control Law, farm tours and events, designed to support farm operations.

Amend the Town of Orangetown Table of General Use Requirements for the R-80 Zone District, by inserting under Column 3 - Uses by Special Permit - Town Board, after item Number 6, the following text:

7. Agricultural operations and agri-tourism as defined in Article XI, Chapter 43 of the Town Code.

Amend the Town of Orangetown Table of General Use Regulations for R-80, Column 6, Minimum Required Off Street Parking Spaces by inserting after item number 16, the following:

Use	At least 1 Parking Space for each
17) Agricultural and agri-tourism property with a minimum of five (5) acres.	400 square feet of GFA

Section 3. When effective.

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

WIA GRANT PROGRAM

CLEAN WATER

TOWN OF ORANGETOWN

and

**NEW YORK STATE
ENVIRONMENTAL FACILITIES CORPORATION**

GRANT AGREEMENT

(NEW YORK STATE WATER INFRASTRUCTURE IMPROVEMENT ACT GRANT PROGRAM)

WIA PROJECT NO.: C3-5345-09-00

Dated as of January 6, 2022

WIHA GRANT PROGRAM

CLEAN WATER

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This GRANT AGREEMENT, dated as of the date set forth on the cover page, is between the Recipient identified on the cover page hereof and the Corporation.

WITNESSETH:

WHEREAS, the Corporation is empowered under the NYSEFC Act to provide financial assistance to eligible recipients for the planning, design, and construction of eligible projects; and

WHEREAS, the New York State Water Infrastructure Improvement Act of 2015, being Part G of Chapter 60 of the Laws of 2015, and the New York State Water Infrastructure Improvement Act of 2017, being Part T of Chapter 57 of the Laws of 2017 (both chapters together, the “Water Infrastructure Improvement Act” or “WIIA”), authorized and direct the Corporation to provide financial assistance payments, from funds appropriated for such purpose to municipalities in support of water quality infrastructure projects; and

WHEREAS, the Recipient has submitted an application for financial assistance from the Corporation for the purpose of funding the Project, and the Project has been deemed by the Corporation to be eligible for assistance under the Water Infrastructure Improvement Act, and the Corporation has reviewed and approved the funding of the Project; and

WHEREAS, on the basis of Recipient’s application and the representations, warranties and covenants set forth herein, the Corporation proposes to make financial assistance available to the Recipient, pursuant to Article III of this Grant Agreement, to fund, or to reimburse the Recipient for costs incurred in connection with the Project, and the Recipient desires to receive such funding upon the terms and conditions set forth in this Grant Agreement; and

NOW THEREFORE, in consideration of the premises and the representations, covenants and agreements herein set forth, the Recipient and the Corporation, each binding itself, its successors and assigns, promise, covenant and agree as follows:

**Article I.
GENERAL PROVISIONS**

Section 1.01 Definitions.

Unless stated otherwise, each capitalized term used in this Grant Agreement has the meaning specified for it in EXHIBIT B.

Section 1.02 Effective Date and Term.

(a) This Grant Agreement is effective and shall become enforceable as of the date on the cover page following its execution by the Recipient and the Corporation.

(b) This Grant Agreement shall remain in full force and effect until the date of the Corporation’s acceptance of Recipient’s Project Completion Certificate, but in no case later than January 6, 2027, unless the Corporation agrees in writing to extend the term of this Grant Agreement.

(c) Article IV and Article V shall survive any termination of the Grant Agreement.

(d) Failure of Recipient to complete the Project within five years may result in Recipient’s forfeiture of undisbursed Grant proceeds.

Section 1.03 Approvals and Consents.

All approvals, consents, determinations and acceptances required to be given or made by any person or party hereunder shall be at the sole discretion of the person or party whose approval, consent, determination or acceptance is required.

Section 1.04 Interpretation.

The captions, headings and table of contents are solely for convenience of reference and shall not constitute part of this Grant Agreement. They do not affect its meaning, construction or effect. The parties acknowledge and agree that this Grant Agreement shall not be construed more favorably in favor of any party hereto based upon which party drafted the same.

Section 1.05 Exhibits and Appendices Incorporated.

All exhibits and appendices to this Grant Agreement, including any amendments and supplements hereto, are hereby incorporated in and made a part of this Grant Agreement.

Section 1.06 Amendments and Waiver.

Any provision of this Grant Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed by the Recipient and the Corporation.

Section 1.07 Assignment.

The rights of the Corporation to enforce the duties, covenants, obligations and agreements of the Recipient set forth in this Grant Agreement may at any time, in whole or in part, be assigned and pledged by the Corporation. Thereafter, such duties, covenants, obligations and agreements assigned and pledged shall be for the benefit of and enforceable by the Corporation and such assignee. The Recipient may not transfer or assign this Grant Agreement without the prior written consent of the Corporation. Any purported transfer in violation of this Section 1.07 shall be null and void. The provisions of this Grant Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 1.08 Applicable Law; Venue.

This Grant Agreement and the rights and duties of the parties hereto, shall be construed and determined in accordance with the laws of the State of New York without regard to conflicts of law principles that would require application of the laws of another jurisdiction. Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any court of competent jurisdiction sitting in Albany County, in any action or proceeding arising out of or relating to this Grant Agreement and each party hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such court. Each party hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law. The Recipient hereby irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Grant Agreement, in any court referred to herein, and, if applicable, agrees not to assert the defense of sovereign immunity in any such proceedings. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

Section 1.09 No Warranty Regarding Condition, Suitability or Cost of Project.

Neither the Corporation nor the Agency makes any warranty, express or implied, as to the Project or

its condition or that it will be suitable for the Recipient's purposes or needs, or that the proceeds of the Grant will be sufficient to pay the costs of the Project. Review or approval of engineering reports, facilities plans, design drawings and specifications or other documents, or any inspection of the Project by the Agency or the Corporation, does not relieve the Recipient of its responsibility to plan, design, and build the Project properly, and to operate and maintain the Project effectively, as required by laws, regulations, permits and good management practices. The Recipient acknowledges and agrees that the Agency and the Corporation or their agents or representatives are not responsible for increased costs resulting from defects in the plans, design drawings and specifications or other Project documents. Nothing in this section prohibits a Recipient from requiring assurances, guarantees, indemnity, or other contractual requirements from any party performing Project work.

Section 1.10 Notices.

All notices or other communications hereunder shall be sufficiently given, and shall be deemed given, when delivered in writing to the address, facsimile number, or e-mail of the identified party or parties set forth below, or to such other address, facsimile number, or e-mail as the appropriate party may hereafter designate by notice in writing given to the others.

If to the Corporation:

New York State Environmental Facilities Corporation
Attn.: Chief Financial Officer
625 Broadway
Albany, New York 12207-2997
Facsimile No.: (518) 486-9323
E-Mail Address: info@efc.ny.gov

With a copy of such communications delivered to the attention of the General Counsel at the address set forth above.

If to Recipient:

At the address specified on the signature page of this Agreement.

Section 1.11 Severability.

If any provision of this Grant Agreement is held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 1.12 Execution in Counterparts; .pdf Signatures.

This Grant Agreement may be signed in counterparts, each one of which is considered an original, but all of which constitute one and the same instrument. The exchange of copies of signature pages by scanned portable document format (".pdf") e-mail attachment shall constitute effective execution of this Grant Agreement, and .pdf copies of this Grant Agreement shall have the same force and effect as an original.

Section 1.13 Grant Agreement Supersedes Prior Agreements.

This Grant Agreement supersedes any other prior or contemporaneous agreements or understandings, written or oral, between the parties relating to the funding of the Project. This Grant Agreement hereby supersedes any prior agreement between the Recipient and the Corporation with respect to Project Number C3-

5345-09-00, if any, and any prior agreement between the Recipient and the Corporation with respect to Project Number C3-5345-09-00, if any, is hereby terminated, including any obligation of the Corporation to fund the Project or provide grant funds pursuant to the terms of the prior agreement; provided that the Corporation shall be permitted to exercise any remedies available to Corporation with respect to returning grant proceeds disbursed under the prior agreement.

Section 1.14 No Obligation of State.

Nothing in this Grant Agreement shall constitute a commitment of the State to appropriate or reappropriate any federal or State funds.

Section 1.15 No Waiver.

No delay or failure on the part of the Corporation, in the exercise of any power or right under this Grant Agreement shall operate as a waiver thereof or as an acquiescence in any default or Event of Default, nor shall any single or partial exercise of any power or right preclude any other or further exercise thereof or the exercise of any other power or right. The rights and remedies hereunder of the Corporation are cumulative to, and not exclusive of, any rights or remedies which the Corporation would otherwise have.

Article II.
REPRESENTATIONS AND WARRANTIES OF RECIPIENT

As of the date set forth on the cover page of this Grant Agreement, the Recipient provides the representations and warranties set forth below. The Recipient shall notify the Corporation of any material changes in the status of these representations and/or warranties during the term of this Grant Agreement. In addition, the Recipient acknowledges that it shall be required to provide such representations and warranties again at the time of submission of each request for disbursement.

Section 2.01 Legal Authority/Capacity/Binding Obligation.

The Recipient is an entity duly organized and existing under the laws of the State and has full legal right, power and authority to conduct its business and own its properties, and enter into this Grant Agreement and comply with its terms. The Resolution has been duly adopted by the Recipient and remains in full force and effect; and any and all consents, authorizations and approvals of any third party required with respect thereto have been obtained. The Recipient certifies that it has the legal, institutional, managerial, contractual and financial capability to ensure adequate completion of the Project.

Section 2.02 No Action.

There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or known to be threatened against the Recipient, nor is there any basis therefor (i) affecting the creation, organization or existence of the Recipient or the title of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin the execution of this Grant Agreement or (iii) in any way contesting or affecting the validity or enforceability of this Grant Agreement or the Resolution, or the execution of this Grant Agreement, or any agreement or instrument relating thereto, (iv) affecting the ability of the Recipient to fulfill the terms and conditions of this Grant Agreement, (v) that would impair or delay the Project, or (vi) that would have a Material Adverse Effect.

Section 2.03 No Default.

The Recipient is not in default under (i) any loan agreement, note, bond, mortgage, or other instrument evidencing or securing indebtedness; (ii) any agreement that would impair or delay the Project; or (iii) any agreement that would have a Material Adverse Effect. The Recipient is not, in any respect material to the transactions contemplated by this Grant Agreement, in breach of or in default under any applicable law

or federal or State regulation or any applicable judgment or decree or any other agreement or instrument to which the Recipient is a party or by which it or any of its properties are bound, and no event has occurred which with the passage of time, the giving of notice or both would constitute such a breach or default. The execution and delivery of this Grant Agreement and the adoption of the Resolution and compliance with the respective provisions thereof will not conflict with or constitute a breach of or default under any applicable law or federal or State regulation or any applicable judgment or decree or any agreement or other instrument to which the Recipient is a party or by which it or any of its property is bound.

Section 2.04 Project Approvals.

The Recipient has obtained all necessary approvals from any and all governmental agencies requisite to the completion of the Project and is in compliance with all federal, State and local laws, ordinances and regulations applicable thereto, and Recipient has obtained approval of engineering or facilities plans or reports with respect to the Project from the Agency and the Corporation.

Section 2.05 Funds Available.

Recipient has funds available or will have funds available upon the consummation of the transactions contemplated hereby sufficient to pay all costs of the Project.

Section 2.06 Description of the Project.

The description of the Project as set forth in EXHIBIT A is an accurate description of the scope of activities to be funded in part pursuant to the terms of this Grant Agreement.

Section 2.07 Estimate of Costs.

The Estimated Project Costs as shown in EXHIBIT C represent a reasonable estimate of the costs actually incurred or expected to be incurred for the Project.

Section 2.08 Environmental Review.

The Recipient, with respect to the Project, has complied with all requirements of the State Environmental Quality Review Act (“SEQRA”) or a National Environmental Protection Act (“NEPA”) environmental review, as the case may be, and has notified the Agency and the Corporation of all actions proposed for complying with the environmental review requirements imposed by SEQRA or NEPA environmental review, as the case may be.

Section 2.09 Intermunicipal and Other Agreements.

Except as disclosed to the Corporation in writing in connection with the Recipient’s application for the Grant, the Recipient has not entered into any intermunicipal agreements or any other contract in connection with the Project and does not intend to enter into any other intermunicipal agreements in connection with the Project. If the Recipient has entered into a permitted intermunicipal agreement or any other contract in connection with the Grant, the term length of such agreement shall be at least as long as the term length of this Grant Agreement.

Section 2.10 Third-Party Funding.

The Recipient is eligible to receive the full amount of the Third-Party Funding specified in EXHIBIT C, if any, and knows of no existing fact, condition or circumstance that might act to vitiate such eligibility.

Section 2.11 Procurement, Suspension and Debarment; Lobbying.

The Recipient has not been deemed ineligible to submit a bid or be awarded a public contract or subcontract pursuant to any applicable law or regulation, including but not limited to, Labor Law § 220-b, Executive Law § 316, 2 CFR Part 180, or 2 CFR Part 1532. Further, neither the Recipient nor any of its contractors have contracted with, or will contract with, any party that has been deemed ineligible to submit a bid on or be awarded a public contract or subcontract under any applicable law or regulation, including but not limited to Labor Law § 220-b, Executive Law § 316, 2 CFR Part 180, or 2 CFR Part 1532. The Recipient represents that it has not expended any appropriated federal funds to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, officer or employee of Congress or any employee of any Member of Congress in connection with any grant or financing which exceeds \$100,000 hereunder in accordance with the provisions of 40 CFR Part 34.

Section 2.12 No Material Adverse Change.

Since the date of Recipient's application for Grant, there has been no change in condition (financial or otherwise) of Recipient which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

Section 2.13 Full Disclosure.

The statements, documents, and information furnished to the Corporation in connection with the negotiation of this Grant Agreement and the commitment by the Corporation to provide the Grant are accurate, not misleading, and do not contain any untrue statements of a material fact or omit a material fact necessary to make the statements, documents, and information not misleading. Recipient acknowledges and agrees that the Corporation is only executing this Grant Agreement in reliance on such statements, documents, and information furnished to the Corporation being accurate and not misleading.

Section 2.14 Solvency.

The Recipient is solvent, able to pay its debts as they become due, and has sufficient capital to carry on its operations and complete the Project.

**Article III.
AGREEMENT TO PROVIDE FINANCIAL ASSISTANCE**

Section 3.01 Agreement to Provide Financial Assistance for Project Costs.

(a) *Grant Award.* Subject to the conditions and in accordance with the terms of this Grant Agreement, the Corporation will provide financial assistance to the Recipient for a period not to exceed five (5) years by making payments of Grant proceeds in an aggregate amount not to exceed the lesser of the Grant Award or 25% of Project Costs. The Corporation shall have no obligation to make payments more frequently than once every month. The Corporation will retain custody and control over Grant funds which will only be made available to the Recipient upon submission to the Corporation of documentation of incurred Project Costs and approval thereof by the Corporation. Subject to the Recipient's compliance with the terms and provisions of this Grant Agreement, the Corporation will make payment to the Recipient within thirty (30) days of the Corporation's receipt of a properly completed Grant Disbursement Request Form in the form of EXHIBIT E.

(b) *Retainage of Grant Proceeds.* The Corporation will retain the last twenty-five percent (25%) of Grant proceeds until the Recipient has submitted a Project Completion Certificate satisfactory to the Corporation. The Corporation shall disburse to the Recipient the retained proceeds within thirty (30) days after the Corporation accepts the Project Completion Certificate.

Section 3.02 Source of Funding; Nature of Obligation.

The Corporation shall provide financial assistance to the Recipient pursuant to this Grant Agreement solely from moneys made available to it for purposes of the Program. The Corporation has no obligation to make any financial assistance payments and no obligation shall be incurred by the State or the Corporation beyond moneys made available to the Corporation for such purposes. Further, the Corporation has no obligation to make Grant payments to the Recipient beyond the term of this Agreement. In the event the Recipient shall, at any time, receive any Third-Party Funding from any entity other than the Corporation, the Recipient must draw down, in full, such Third-Party Funding prior to requesting any disbursement of Grant proceeds hereunder. If the Recipient is unable to draw down in full such Third-Party Funding, the Recipient must provide a written explanation and accompanying documentation to the Corporation satisfactorily substantiating its need for the release of Grant proceeds prior to the full draw down of such Third-Party Funding that the Corporation may accept or deny in its sole and absolute discretion.

Section 3.03 Requests for Disbursement of Grant Proceeds.

(a) Recipient shall request payment of Grant proceeds by submitting to the Corporation a Grant Disbursement Request Form in the form set forth in EXHIBIT E.

(b) With each request, the Recipient must submit documentation to the Corporation in support of such request in a form and manner acceptable to the Corporation. The documentation shall demonstrate that the costs for which a disbursement is requested are for the Project, and that the goods and services for which the costs were incurred have been provided. Satisfactory documentation may include, but is not limited to, signed copies of payment vouchers or invoices, cancelled checks, details of current indirect cost and fringe benefits rates, copies of all sub-agreements, executed change orders, and payroll records tabulations of allowable costs incurred to date.

Section 3.04 Disapproval or Adjustment of Payment Request.

In addition to the remedies set forth in Section 5.02, the Corporation may take any action permitted hereunder or under applicable law, including, but not limited to, rejecting, correcting, or withholding any or all payments to the Recipient, if the Corporation, in its sole discretion: (i) determines that the incurred costs requested for reimbursement are not eligible Project Costs, (ii) the Recipient has not properly documented the costs, or (iii) the Recipient has not complied with any term or condition of this Grant Agreement, including, but not limited to, its failure to timely file quarterly MWBE reports.

Section 3.05 Proof of Payment.

The Recipient shall provide the Corporation with proof of payment of costs within forty-five (45) days of each payment of Grant proceeds to the Recipient. Proof of payment submitted by the Recipient shall be sufficient to allow the Corporation to document that billings and invoices were paid, such as cancelled checks, payroll and machinery use records certified by the Recipient, and such other forms of cost documentation as may reasonably be requested by the Corporation. If the Corporation determines that the Recipient has provided inadequate documentation or has used prior grant payments for ineligible costs, the Corporation may take any action permitted hereunder or under applicable law, including making adjustments by deducting an appropriate amount from subsequent grant payments to the Recipient.

Section 3.06 Changes to Project.

Grant payments will not be made for costs related to any changes in the Project unless and until such change has been reviewed, approved, and accepted by the Agency or the Corporation. The Recipient shall certify, in each Grant Disbursement Request Form submitted, that the disbursement requested does not include payment for any costs for changes to the Project which have not been so reviewed, approved, and accepted.

Article IV.
COVENANTS

Section 4.01 Compliance with Laws and this Grant Agreement.

(a) *Project Compliance.* The Recipient shall comply, and it shall require its authorized representatives, contractors, subcontractors and consultants paid with funds provided pursuant to this Grant Agreement to comply, at all times with all applicable federal, State and local laws, statutes, regulations, ordinances, rules, Executive Orders applicable to it and them (including, without limitation if applicable, the Davis-Bacon Act, Executive Order 11246, Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Federal Funding Accountability and Transparency Act, Section 504 of the Rehabilitation Act of 1973, and Section 608 of the Clean Water Act). The Recipient agrees to ensure that the Project will effectively protect water quality, employ good management practices and fulfill all federal and State requirements, all requirements of this Grant Agreement, and all applicable instructions issued by the Commissioner to ensure that these requirements are met. Upon request by the Corporation, the Recipient shall promptly provide the Corporation, with evidence of its, and its authorized representatives, contractors, subcontractors and consultants paid with funds provided pursuant to this Grant Agreement, compliance with all applicable federal, State and local laws, statutes, regulations, ordinances, rules, Executive Orders applicable to it and them.

(b) *Enforcement.* Regardless of acceptance by the Agency or the Corporation of a certification by the Recipient that a Project requirement has been met, the Recipient shall permit the Agency or the Corporation to take any actions necessary to confirm the accuracy of such certification. The making of Grant payments by the Corporation does not constitute an acknowledgment or agreement by the Corporation that the Recipient is in compliance with the terms and conditions of this Grant Agreement.

(c) *Business Participation Opportunities for New York State Certified Minority- and Women-Owned Business Enterprises (“MWBE”) and Equal Employment Opportunities (“EEO”) for Minority Group Members and Women.* The Recipient acknowledges that contracts and subcontracts for the Project that are paid for with funds provided pursuant to this Grant Agreement, including, but not limited to, construction, engineering, architectural, legal and fiscal services contracts and subcontracts, shall be subject to the requirements and provisions of Article 15-A of the Executive Law (“Article 15-A”) and 5 NYCRR Parts 140-145 (the “MWBE Regulations”) and, for such purposes, any such contract or subcontract shall be considered a State Contract as defined therein. The Recipient shall require the provisions set forth in EXHIBIT G attached hereto to be included in all State Contracts which are to be paid for with funds provided pursuant to this Grant Agreement. The Recipient shall comply, and shall require its contractors and subcontractors paid with funds provided pursuant to this Grant Agreement to comply, with Article 15-A and the MWBE Regulations. Recipient acknowledges, and shall advise all contractors and subcontractors paid with funds provided pursuant to this Grant Agreement, that the MWBE goals in effect at the time of execution of each contract/subcontract shall be applied to the Grant Award. The Recipient shall provide the Corporation with documentation it receives from contractors and subcontractors, as required by law or requested by the Corporation regarding EEO and MWBE. The Recipient’s approval of a Utilization Plan or waiver request is subject to the prior consent of the Corporation. If required by Article 15-A or the MWBE Regulations, the Recipient shall submit to the Corporation information received from the Recipient’s contractors or subcontractors regarding all good faith efforts made by them to comply with the applicable MWBE participation goals. If Recipient fails to file timely quarterly MWBE reports, the Corporation may withhold Grant payments until the Recipient files all overdue reports.

(d) *Business Participation Opportunities for New York State Certified Service-Disabled Veteran-Owned Businesses (“SDVOB”).* The Recipient acknowledges that contracts and subcontracts for the Project that are paid for with funds provided pursuant to this Grant Agreement, including, but not limited to, construction, engineering, architectural, legal and fiscal services contracts and subcontracts, shall be subject to the requirements and provisions of Article 17-B of the Executive Law (“Article 17-B”) and 9 NYCRR Part 252 (the “SDVOB Regulations”) and, for such purposes, any such contract or subcontract shall be considered a State Contract as defined therein. The Recipient shall require

the provisions set forth in Exhibit G attached hereto to be included in all State Contracts which are to be paid for with funds provided pursuant to this Grant Agreement. The Recipient shall comply, and shall require its contractors and subcontractors paid with funds provided pursuant to this Grant Agreement to comply, with Article 17-B and the SDVOB Regulations. Recipient acknowledges, and shall advise all contractors and subcontractors paid with funds provided pursuant to this Grant Agreement, that the SDVOB goals in effect at the time of execution of each contract/subcontract shall be applied to the Grant Amount. The Recipient shall provide the Corporation with documentation it receives from contractors and subcontractors, as required by law or requested by the Corporation regarding SDVOB. The Recipient's approval of a Utilization Plan or waiver request is subject to the prior consent of the Corporation. If required by Article 17-B or the SDVOB Regulations, the Recipient shall submit to the Corporation information received from the Recipient's contractors or subcontractors regarding all good faith efforts made by them to comply with the applicable SDVOB participation goals. If Recipient fails to file timely quarterly SDVOB reports, the Corporation may withhold Grant payments until the Recipient files all overdue reports.

(e) *Special Project Conditions.* The Recipient shall comply with any and all special Project conditions set forth in EXHIBIT D.

(f) *Project Approvals.* The Recipient shall obtain all necessary approvals from any and all governmental agencies requisite to the completion of the Project and comply with all federal, State and local laws, ordinances and regulations applicable to the Project.

(g) *Environmental Review.* The Recipient certifies that it shall continue to notify the Agency and the Corporation of all actions proposed for complying with the environmental review requirements imposed by SEQRA and approved by EPA for Revolving Fund projects, as the case may be. If the Commissioner determines that, in addition to all such requirements of SEQRA, there are additional requirements associated with a NEPA environmental review, the Recipient shall comply with those additional requirements. The Recipient agrees to provide copies of all environmental documents as may be required by the Agency and the Corporation.

(h) *Required Certifications; Restriction on Lobbying and Procurement.* Intentionally Omitted.

(i) *Recipient Contribution.* The Recipient agrees to provide at least 75% of the Project Costs as its recipient contribution requirement under the Program as set forth in EXHIBIT C.

(j) *Maintenance of Legal Status.* Recipient shall notify the Corporation of the Recipient's intent to change its form of legal existence or dissolve at least 120 days before such change or dissolution. Recipient shall preserve and keep in force and effect all licenses, permits, and approvals related to the Project.

(k) *Liens.* Recipient shall not create, incur or permit to exist any mortgage, lien, security interest, pledge, charge, mechanics' or supplier's lien, or encumbrance of any kind on any Project property.

(l) *No Consequential Damages.* To the fullest extent permitted by applicable law, the Recipient shall not assert, and hereby waives, any claim against the Corporation, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Grant Agreement, any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, or the use of the proceeds hereof or thereof. The Corporation shall not be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Grant Agreement or the transactions contemplated hereby.

(m) *No Advisory or Fiduciary Responsibility.* Recipient acknowledges and agrees that

in connection with all aspects of each transaction contemplated hereby: (i) no fiduciary, advisory, or agency relationship between the Recipient and the Corporation is intended to be or has been created, (ii) Recipient has consulted its own legal, accounting, regulatory and tax advisors to the extent that it has deemed appropriate, and (iii) the Corporation has not been, is not, and will not be acting as an advisor, agent or fiduciary for Recipient. To the fullest extent permitted by law, Recipient hereby waives and releases any claims that it may have against the Corporation with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

Section 4.02 Project Implementation.

(a) *Design and Construction.* The Recipient shall cause this Project to be designed and constructed in accordance with plans and specifications delivered to, and approved by, the Agency and consistent with EXHIBIT A. The Recipient shall proceed with the acquisition and expeditious construction of the Project in conformity with law, with this Grant Agreement and with all applicable requirements of governmental authorities having jurisdiction with respect thereto, subject to such modifications of plans and specifications as may be approved by the Agency as necessary or advisable to effectuate the purposes of the Program.

(b) *Performance Standards.* The Recipient agrees to take any corrective action necessary to bring the Project into compliance with the Project performance standards contained in the approved engineering report or facilities plan for this Project.

Section 4.03 Performance.

(a) *Contracts and Security Bonds.* The Agency and the Corporation have the right to review all contracts for services and construction funded pursuant to this Grant Agreement in order to determine eligibility for funding hereunder and to determine compliance with all relevant plans and terms of this Grant Agreement. Recipient agrees to provide the Corporation with all executed prime contracts funded pursuant to this Grant Agreement. Whenever a security bond is posted by a successful bidder for the faithful performance of a contract funded pursuant hereto, the name and address of the bonding company or person issuing the security bond, the number of such bond, and such other information as may be required by the Agency or the Corporation shall be transmitted to the requesting party for review prior to award of such contract. The original of such bond shall remain in the office of the Recipient.

(b) *Inspection.* The Recipient shall provide competent and adequate inspection of all Project construction by a professional engineer licensed in the State, and to notify the Corporation in advance of the date of such inspection in order to provide the Corporation with the opportunity to participate in the walkthrough and inspection. The Recipient shall direct such engineer to inspect work necessary for the construction of this Project and to determine whether the construction of the Project conforms to the approved plans and specifications. At the completion of construction, the engineer shall be required to certify to the Recipient, the Agency and the Corporation that the construction of the Project is in accordance with the approved plans and specifications or approved amendments thereto in the form provided in EXHIBIT F. The Recipient shall cause any work not completed in accordance with approved plans and specifications to be remedied, unless such noncompliance is waived in writing by the Corporation and the Agency.

(c) *Change Orders.* The Recipient agrees to submit all change orders to the Corporation within thirty (30) days following the date they are accepted by Recipient. The Recipient agrees that change orders which will materially alter the Project will not be accepted without prior written approval by the Agency or the Corporation.

(d) *Required Approvals and Permits.* Upon completion of the Project, the Recipient shall obtain from appropriate authorities all permits and authorizations, if any, required for operation and use of the Project as contemplated by this Grant Agreement.

(e) *Project Insurance.* The Recipient agrees that it will require each Project consultant, Project contractor and Project subcontractor to secure and deliver to the Recipient appropriate policies of insurance issued by an insurance company licensed to do business in the State of New York. The policies must name both the Recipient and the Corporation as additional insured/loss payee parties and shall cover the contractor's public liability and property damage insurance, contractor's contingent liability insurance, "all-risk" insurance and worker's compensation for the Project. The Recipient shall require that copies of the applicable insurance policies be made available to the Corporation for review upon request. In addition, the Recipient shall secure at its own expense, property insurance in such amounts as required by the Corporation provided by the insurance companies licensed in the State of New York covering the equipment and facilities funded with Grant proceeds.

(f) *Operation and Maintenance.* Within thirty (30) days following the completion of the Project, the Recipient agrees to so notify the Agency and the Corporation in writing. The Recipient shall ensure proper and efficient operation and maintenance of this Project satisfactory to the Agency and the Corporation and shall retain a sufficient number of qualified staff to perform required tests and comply with all other requirements. After completion of the Project, the Recipient shall at all times operate the Project, or otherwise cause the Project to be operated, properly and in a sound and economical manner and shall maintain, preserve and keep the Project, or cause the Project to be maintained, preserved and kept, in good repair, working order and condition and shall make, or cause to be made, all necessary and proper repairs, replacements and renewals from time to time, so that at all times, the Project is operated properly in a manner consistent with the project performance standards contained in the engineering report or facilities plan for the Project, with this Grant Agreement and with the requirements of any related State permit.

(g) *Continued Ownership and Operation.* Unless authorized by the Commissioner or the Corporation to cease operations or dispose of the Project, the Recipient shall own, operate and maintain the Project during the term of this Grant Agreement. Without the approval of the Corporation, the Recipient shall not discontinue operation of, or sell or otherwise dispose of, the Project, except for portions of the Project sold, or otherwise disposed of, in the course of ordinary repair and replacement of obsolete or worn out parts. Except as authorized in writing by the Corporation and the Commissioner, there shall be no alterations to the Project which would materially affect the Project in any manner. In addition, no improvements, structures or appurtenances shall be placed, constructed or developed on the site of the Project (the "Project Site") in such a way as to interfere with the express purpose of the Project.

(h) *Title.* The Recipient shall obtain and maintain such title, estate or interest in the Project Site, including easements and rights-of-way, as may be necessary to ensure undisturbed use and possession for the purposes of constructing, operating and maintaining the Project during the term of this Grant Agreement.

Section 4.04 Accounting and Records.

(a) *Establishment of Project Accounts.* The Recipient shall maintain Project accounts in accordance with generally accepted government accounting standards and any instructions issued by the Commissioner or the Corporation.

(b) *Access to Records.* The Recipient shall: (i) permit EPA, the Agency, the State Comptroller, and the Corporation, or their authorized representatives to review or audit all records relative to this Project; (ii) produce or cause to be produced all records relating to any work performed under the terms of this Grant Agreement for examination at such times as may be designated by any of the foregoing entities or their authorized representatives; (iii) permit extracts and copies of Project records to be made by any of the foregoing entities or their authorized representatives; and (iv) promptly fulfill information requests by any of the foregoing entities or their authorized representatives.

(c) *Access to Project and Work.* The Recipient shall permit agents, consultants and

representatives of the Agency, the State Comptroller and the Corporation to have access to the Project and its components at all reasonable times. All contracts of the Recipient related to any portion of the Project must contain provisions that permit such access to the Project, and require the contractor to provide proper facilities for such access and inspection and shall permit extracts and copies of Project records to be made by the foregoing agents, consultants and representatives.

(d) *Record Retention.* The Recipient shall retain all files and records relating to the Project for at least six (6) years after the term of this Grant Agreement. The Recipient shall make available to agents, consultants and representatives of the Corporation, the Agency and the State Comptroller any files or records necessary to determine compliance with applicable laws.

Section 4.05 Application of Grant Proceeds.

The Recipient shall apply the proceeds of the Grant solely for Project Costs in accordance with this Grant Agreement and shall reimburse the Corporation in the event that it fails so to apply such proceeds.

Section 4.06 Payment of Additional Project Costs.

The Recipient shall complete the Project and pay such portion of the Project Costs in excess of available Grant proceeds, and the Recipient shall not be entitled to any reimbursement or funding therefor from the Corporation.

Section 4.07 Further Assurances.

The Recipient, at the request of the Corporation, shall execute and deliver such documents and do such acts and things as necessary or desirable, in the sole discretion of the Corporation, for better assuring, assigning, and confirming the rights, representations and agreements granted in this Grant Agreement. The Recipient shall also furnish the Corporation with such additional information concerning the planning of the Project as the Corporation may request from time to time.

Section 4.08 Non-Discrimination Requirements.

Pursuant to New York State Human Rights Law, Article 15-A of the Executive Law, and all other State and federal statutory and constitutional non-discrimination provisions, the Recipient and any contractors/subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction or prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if the Project is the construction, alteration or repair of any public building or public work, the Recipient and its contractors/subcontractors shall not, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Grant Agreement.

Section 4.09 Intermunicipal and Other Agreements.

If Recipient has entered into one or more intermunicipal agreements or other contracts relating to the Project, Recipient shall not renew, extend or amend such intermunicipal agreement or other contract, and shall not enter into any new contract relating to the Project, without notifying the Corporation in writing and receiving written consent from the Corporation.

Section 4.10 Third-Party Funding.

(a) The Recipient shall take, in a timely fashion, all actions required or necessary to

enable it to obtain the full anticipated proceeds of any Third-Party Funding.

(b) The Recipient shall comply with all stated conditions to any Third-Party Funding commitment, as the same may be amended and supplemented, and all applicable present and future eligibility requirements of such Third-Party Funding commitment.

(c) The Recipient shall promptly, and in any event within five (5) days after having notice or knowledge thereof, inform the Corporation in writing of any anticipated failure on its part to (i) meet all eligibility requirements of any Third-Party Funding, (ii) be qualified to receive any Third-Party Funding proceeds in an amount at least equal to such Third-Party Funding commitment, or (iii) receive the proceeds of such Third-Party Funding.

Section 4.11 Indemnification.

To the fullest extent permitted by law, the Recipient shall indemnify and defend the Corporation, its directors, employees, and agents against, and hold each harmless from, any and all losses, claims, damages, liabilities and costs of any nature arising out of the execution or delivery of this Grant Agreement or any agreement or instrument contemplated hereby, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, or, in the case of the Corporation, the administration and enforcement of this Grant Agreement and any agreement or instrument contemplated hereby (including all such costs and expenses incurred in connection with any proceeding under the United States Bankruptcy Code involving Recipient as a debtor thereunder; provided that such indemnity shall not be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of the Corporation, its directors, employees, or agents.

Section 4.12 Project Requirements.

(a) *Timely Completion.* The Recipient shall complete the Project within five years from the effective date of this Grant Agreement unless the Recipient requests an extension in writing and the Corporation approves in writing such extension. Failure of Recipient to complete the Project within the time prescribed herein may result in Recipient's forfeiture of undisbursed Grant proceeds.

(b) *Project Completion Certificate.* The Recipient shall file within thirty (30) days of completion of the Project a certificate, in the form provided in EXHIBIT F or as may be updated by the Corporation from time to time, certifying the final Project Costs and that the Project has been completed in accordance with this Grant Agreement.

Section 4.13 Recoupment of Grant Proceeds.

The Corporation at any time may seek to recoup Grant proceeds from the Recipient if the Corporation determines that the Recipient was overpaid Grant proceeds. The Recipient's Grant Award was determined based on the Recipient's Estimated Project Costs as set forth in EXHIBIT C. If, at the time of Project completion, the actual Project Costs are less than the Estimated Project Costs or the Recipient has received additional Third-Party Funding not disclosed in EXHIBIT C, the amount of the Grant available to the Recipient pursuant to this Grant Agreement shall be adjusted downward as determined by the Corporation. If, at the time of Project completion, the actual Project Costs are more than the Estimated Project Costs or the Recipient has not received and will not receive Third-Party Funding disclosed in EXHIBIT C, the amount of the Grant available to the Recipient pursuant to this Grant Agreement may be adjusted upward as determined by the Corporation but in no event shall the Grant Award be more than that awarded to the Recipient in the Recipient's grant award letter.

Article V.
EVENTS OF DEFAULT; REMEDIES

Section 5.01 Events of Default.

The occurrence of any of the following shall be considered an Event of Default:

- (a) default in the observance or performance of any covenant set forth in Article IV or of any provision hereunder dealing with the use, disposition or remittance of the proceeds of the Grant;
- (b) default in the observance or performance of any other provision hereof or of any other document contemplated hereby which is not remedied within five (5) Business Days after the earlier of (i) the date on which such failure shall first become known to Recipient or (ii) written notice thereof is given to the Recipient by the Corporation;
- (c) any representation or warranty made herein or in any other document contemplated hereby or in any certificate furnished to the Corporation pursuant hereto or thereto or in connection with any transaction contemplated hereby or thereby proves untrue in any material respect as of the date of the issuance or making or deemed making thereof;
- (d) default shall occur under any indebtedness issued, assumed or guaranteed by the Recipient, or under any indenture, agreement or other instrument under which the same may be issued, and such default shall continue for a period of time sufficient to permit the acceleration of the maturity of any such indebtedness (whether or not such maturity is in fact accelerated), or any such indebtedness shall not be paid when due (whether by demand, lapse of time, acceleration or otherwise);
- (e) a default or breach shall occur under any agreement or contract related to the design, construction, or operation and maintenance of the Project by any party thereto;
- (f) the Recipient shall (i) have entered involuntarily against it an order for relief under the United States Bankruptcy Code, as amended, (ii) not pay, or admit in writing its inability to pay, its debts generally as they become due, (iii) make an assignment for the benefit of creditors, (iv) apply for, seek, consent to or acquiesce in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any substantial part of its property or the Project, (v) institute any proceeding seeking to have entered against it an order for relief under the United States Bankruptcy Code, as amended, to adjudicate it insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it, or (vi) take any action in furtherance of any matter described in parts (i) through (v) above;
- (g) this Grant Agreement or any document contemplated hereby ceases to be in full force and effect at any time or for any reason;
- (h) prior to the completion of the Project, work on the Project is abandoned or work thereon ceases for a period of more than three (3) months for any reason; and
- (i) the Project is not constructed in accordance with the plans and specifications that have been approved or accepted by the Agency or the Corporation on behalf of the Agency.

Section 5.02 Remedies.

Upon the occurrence of an Event of Default, the Corporation may take whatever action at law or in equity may appear necessary or desirable to remedy such default, in addition to the remedies below. Failure by the Corporation to exercise, or delay in exercising, any right or remedy under this Article V shall not operate as a waiver of such right or remedy.

(a) *Reimbursement of Program.* Notwithstanding anything herein to the contrary, upon the occurrence of an Event of Default, the Corporation may at its election, upon written notice to the Recipient, require the Recipient to immediately repay to the Corporation all Grant proceeds paid to the Recipient. Upon such notification, notwithstanding anything in this Grant Agreement to the contrary, such Grant proceeds shall become immediately due and repayable.

(b) *Rejection or Adjustment of Grant Payments.* The Corporation is under no obligation to make any payment of Grant proceeds upon the occurrence and during the continuance of an Event of Default and the Corporation may adjust, reject, or withhold disbursements to the Recipient.

(c) *Nonexclusive Remedy.* If the Corporation or the Agency determines that the Recipient or any authorized representative is not complying with federal or State laws, regulations or requirements or instructions of the Corporation or the Agency relating to the Project or terms of this Grant Agreement, the Corporation may, and at the direction of the Commissioner shall, in addition to exercising any or all of the remedies described herein, exercise any or all the remedies otherwise provided by federal or State Law or regulations executed subsequent hereto, at law or in equity, including but not limited to rights to seek injunctive relief or specific performance with respect to the obligations hereunder.

(d) *Right to Remedial Action.* Nothing in this Grant Agreement affects the right of the Agency or the Corporation to take remedial action including but not limited to administrative enforcement action and actions for breach of contract if the Recipient fails to carry out its obligations under this Grant Agreement.

(e) *Costs of Default.* The Recipient agrees to pay to the Corporation, as such expenses are incurred, the amount of any expenses (including but not limited to the reasonable fees and expenses of the Corporation and attorneys representing the Corporation) incurred as a result of the Recipient's failure to comply with the terms of this Grant Agreement.

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IN WITNESS WHEREOF, the Recipient and the Corporation have each caused this Grant Agreement to be executed and delivered as of the date first written above.

TOWN OF ORANGETOWN

I certify that I am authorized to sign this Grant Agreement and that I have been duly and formally delegated or designated as the authorized signatory and have the authority to agree to all of the terms and conditions of this Grant Agreement.

By: _____
Teresa M. Kenny
Supervisor

Notice Address:

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

NEW YORK STATE
ENVIRONMENTAL FACILITIES CORPORATION

By: _____

EXHIBIT A PROJECT DESCRIPTION AND SCHEDULE

WIIA PROJECT NO.: C3-5345-09-00

Recipient: Town of Orangetown

County: Rockland

PROJECT DESCRIPTION

This project consists of the construction of upgrades to the telemetry system at the Town of Orangetown Wastewater Treatment Plant and associated pump stations. The project is defined by the engineering report entitled "Wastewater Collection System SCADA" dated May 1, 2017 by the engineering firm Optimum Controls Corporation, as may be updated, amended, supplemented, and approved by the Corporation.

EXHIBIT B DEFINITIONS

WIA PROJECT NO.: C3-5345-09-00
Recipient: Town of Orangetown
County: Rockland

The capitalized terms below, to the extent used in this Grant Agreement and unless otherwise defined herein, have the meanings set forth in this EXHIBIT B.

“Agency” means the New York State Department of Environmental Conservation and any entity which may succeed to its rights and duties respecting the Program.

“Authorized Person” means the person so authorized to act on behalf of the Recipient in connection with the submittal of Grant Disbursement Request Forms and/or the Project Completion Certificate.

“Clean Water Act” means the federal Water Pollution Control Act, 33 U.S.C. Section 1251, et seq., as amended.

“Commissioner” means the Commissioner of the Agency.

“Corporation” means the New York State Environmental Facilities Corporation established under the New York State Environmental Facilities Corporation Act, constituting Title 12 of Article 5 of the Public Authorities Law and Chapter 43-A of the Consolidated Laws of the State of New York, as from time to time amended and supplemented., and any entity which may succeed to its rights and duties respecting the Program.

“Engineering Report” means the document or documents which determines the technical and economic feasibility of a Revolving Fund project.

“EPA” means the United States Environmental Protection Agency and any entity which may succeed to the administration of the Program.

“Estimated Project Costs” means the projected costs to the Recipient that are eligible for financial assistance under the Program; that are reasonable, necessary and allocable by the Recipient to the Project under generally accepted government accounting standards, and as set forth in the application of the Recipient, which projections are set forth in EXHIBIT C.

“Event of Default” means an event described in Article V.

“Grant” means the financial assistance provided by the Corporation to the Recipient under this Grant Agreement.

“Grant Agreement” means this Grant Agreement, as it may be amended and supplemented in accordance with the terms hereof.

“Grant Award” means the amount of Grant, as set forth in EXHIBIT D.

“Grant Disbursement Request Form” means a document, in substantially the form of EXHIBIT E, executed by an Authorized Person and submitted to the Corporation in order to obtain a Grant payment.

“In-Kind Services” means services performed by capable and qualified employees of the Recipient for technical and administrative force account as set forth in EXHIBIT C that are directly related to and in support of the Project and are deemed reasonable by the Corporation.

“Material Adverse Effect” means (a) a material adverse change in, or material adverse effect in the condition (financial or otherwise) of Recipient, (b) a material impairment of the ability of Recipient to perform its obligations under this Grant Agreement, or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against Recipient of this Grant Agreement or the rights and remedies of the Corporation.

“NYSEFC Act” means the New York State Environmental Facilities Corporation Act, constituting Title 12 of Article 5 of the Public Authorities Law and Chapter 43-A of the Consolidated Laws of the State of New York, as from time to time amended and supplemented.

“Program” means the Corporation’s Water Infrastructure Improvement Act Grant Program.

“Project” means the project described in EXHIBIT A.

“Project Completion Certificate” means the certificate in the form attached hereto as EXHIBIT F (or as may be updated by the Corporation from time to time), certifying that the Project has been completed in accordance with this Grant Agreement.

“Project Costs” means the incurred project costs of the Recipient which are eligible for financial assistance from the Program pursuant to the Program, which are reasonable, necessary and allocable by the Recipient to the Project under generally accepted governmental accounting standards.

“Recipient” means the Grant recipient named on the cover page of this Grant Agreement.

“Release” means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, migrating, dumping, or disposing into the indoor or outdoor environment, including, without limitation, the abandonment or discarding of barrels, drums, containers, tanks or other receptacles containing or previously containing any Hazardous Material.

“Resolution” means the ordinances, resolutions or other appropriate documentation of the Recipient authorizing the undertaking of the Project, any local match, the execution and delivery of this Grant Agreement, and the receipt of the Grant proceeds.

“Revolving Fund” means the New York State Water Pollution Control Revolving Fund established pursuant to the NYSEFC Act.

“Safe Drinking Water Act” means Article XIV of the Federal Public Health Services Act, 42 U.S.C. §§300f et seq. as amended.

“Smart Growth Assessment Form” means a form provided by the Corporation to the Recipient to assess any activities described in the Engineering Report for compliance with the Smart Growth Infrastructure Policy Act.

“State” means the State of New York.

“State Contract” shall have the meaning set forth in Article 15-A of the Executive Law.

“Third-Party Funding” means any grant, loan or other non-Recipient proceeds which are intended to be used to pay any costs of the Project.

“Utilization Plan” shall have the meaning set forth in Article 15-A of the Executive Law.

EXHIBIT C

ESTIMATED PROJECT COSTS

CWSRF Project No.: C3-5345-09-00
Recipient: Town of Orangetown
County: Rockland

ESTIMATED PROJECT COSTS

Construction Costs

General - Optimum Controls Corporation (Includes CO 1) (Lump Sum)

\$ 375,290.00

TOTAL PROJECT COSTS

\$ **375,290.00**

Less: Municipal Contribution

(281,467.00)

2019 WIIA GRANT^[1]

\$ **93,823.00**

[1] Maximum 2019 WIIA grant not to exceed the lesser of 25% of eligible project costs (currently \$93,823) or \$96,000.

EXHIBIT D SCHEDULE OF ADDITIONAL PROVISIONS

WIA PROJECT NO.: C3-5345-09-00
Recipient: Town of Orangetown
County: Rockland

I. Definitions.

The "Grant Award" shall be equal to \$93,823.00 (NINETY-THREE THOUSAND EIGHT HUNDRED TWENTY-THREE AND 00/100 DOLLARS).

II. Requests for Payment.

The Recipient hereby certifies that the person or persons from time to time holding the office listed below is the Authorized Person of the Recipient and is authorized to execute Grant disbursement requests on behalf of the Recipient:

TITLE: SUPERVISOR

III. Special Conditions.

This Grant Agreement shall include the following special conditions:

Section 1. Special Condition Regarding the Recipient's Acquisition of Title to Project Site.

Intentionally Omitted.

Section 2. Special Condition Regarding Federal/State Permits.

Intentionally Omitted.

Section 2A. Special Condition Regarding Final Approval of New York State Office of Parks, Recreation and Historic Preservation.

Intentionally Omitted.

Section 2B. Special Condition Regarding Obligations under New York State Agriculture and Markets Law.

Intentionally Omitted.

Section 3. Special Condition Regarding Construction Contract Expenses.

Intentionally Omitted.

Section 4. Special Condition Regarding Professional Services Agreements to be furnished after the Date Hereof in Connection with the Project.

Intentionally Omitted.

Section 5. Special Condition Regarding Engineering Services During Project Planning, Design, and/or Construction.

Intentionally Omitted.

Section 6A. Special Condition Regarding the Technical Force Account Proposal to be Approved after the Date Hereof in Connection with the Project.

Intentionally Omitted.

Section 6B. Special Condition Regarding the Administrative Force Account Proposal to be Approved after the Date Hereof in Connection with the Project.

Intentionally Omitted.

Section 7. Special Condition Regarding Certain Equipment Cost to be Approved or Accepted after the Date Hereof in Connection with the Project.

Intentionally Omitted.

Section 8. Special Condition Regarding Change Orders to be Approved or Accepted after the Date Hereof in Connection with the Project.

Intentionally Omitted.

Section 9. Special Condition Regarding MWBE and EEO Requirements to be Approved or Accepted after the Date Hereof in Connection with the Project.

Intentionally Omitted.

Section 10. Special Condition Regarding BAN Documentation/First Disbursement.

Intentionally Omitted.

Section 11. Special Condition Regarding Intermunicipal Agreement.

Intentionally Omitted.

EXHIBIT E FORM OF GRANT DISBURSEMENT REQUEST

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GRANT DISBURSEMENT REQUEST FORM

Town of Orangetown

WIIA PROJECT NO.: C3-5345-09-00

REQUEST NO.: _____

Dated as of the ____ day of _____, 20

I, the undersigned and Authorized Person of the Town of Orangetown (the “Recipient”), hereby certify and agree as follows:

1. All representations and warranties of the Recipient as set forth in Article II of the Grant Agreement (the “Grant Agreement”) dated as of January 6, 2022 between the New York State Environmental Facilities Corporation (the “Corporation”) and the Recipient are still valid and effective as of today’s date.

2. This request is being delivered pursuant to the Grant Agreement. All capitalized terms used but not defined herein shall have the respective meanings set forth in the Grant Agreement.

3. The Corporation is hereby requested to make a disbursement under the Grant Agreement in the amount of \$ _____ for Project Costs.

4. The above Project Costs have not been paid with the proceeds of any Third-Party Funding, except as specifically described here: _____.

5. The Recipient has determined that such Project Costs are reasonable, necessary, and allocable to the Project under generally accepted governmental accounting standards. Monies requested for disbursement herein reflect actual costs for materials and services that are to be used for the sole purpose of completing the approved Project stated above and none of these monies are to be expended, in part or in full, for any other purpose.

6. This disbursement if made, together with the prior disbursements made under the Grant Agreement, will not exceed the lesser of the amount of the Grant Award or 25%of Project Costs.

7. The Recipient hereby represents and warrants that it is not in default under the Grant Agreement, that no event has occurred which, with the passage of time or the giving of notice or both, would become a default thereunder, that it has performed all of the covenants and agreements that it is required to perform under the Grant Agreement, that the making of the payment requested has been duly authorized by the Recipient, and that no change in circumstances has occurred, or will occur upon the making of the payment hereby requested, which would constitute a breach or a default under the Grant Agreement.

8. Based upon information provided by the Recipient’s engineer for the Project, as applicable, all amounts requested hereunder are for eligible Project Costs which have not been included in any previous disbursement of Grant proceeds..

9. **(If applicable):** A description of any and all In-Kind Services to be used in connection with the Project is attached hereto.

10. **(If requesting payment for costs of construction):**

(a) As of the date hereof, the Recipient holds, and will retain, a legal and valid fee simple title or other estate or interest in the site(s) of the Project, including all necessary easements and/or rights-of-way, as are

or will be necessary for the Recipient's continued undisturbed use and possession of the site(s) of the Project during the construction, operation and maintenance of the Project.

(b) The Recipient has obtained all licenses, permits or other approvals required as of the date hereof to undertake the Project.

(c) The payment requested does not include any costs of construction (other than costs of planning and design) associated with plans and specifications which have not been accepted by the Agency or the Corporation.

(d) The Recipient has complied with all applicable public bidding requirements in connection with the Project including, but not limited to, the requirements of General Municipal Law Section 101.

11. **(If requesting payment for costs associated with professional services agreement):**

The payment requested does not include any costs incurred pursuant to any professional services agreements which have not been furnished to the Corporation.

12. **(If requesting payment for costs for engineering services associated with inspection and services during construction):** The payment requested does not include any costs incurred pursuant to any professional services agreement pertaining to inspection and engineering services during construction of the Project which has not been reviewed and so accepted by the Corporation.

13. **(If requesting payment for costs associated with technical force account work):** The payment requested does not include any costs of construction (other than costs of planning and design) associated with the technical force account proposal which has not been approved by the Corporation.

14. **(If requesting payment for costs for equipment):** The payment requested does not include any costs for equipment which have not been accepted and approved by the Agency or the Corporation.

15. The Recipient is in compliance with all minority- and women-owned business enterprise ("MWBE") and equal employment opportunity ("EEO") requirements applicable to the amount requested; specifically, the Recipient has provided the Corporation with a Utilization Plan or documentation of good faith efforts for MWBE participation for the amount requested, an EEO policy statement, and an EEO staffing plan, as applicable, which has been approved by the Corporation.

Date: _____

TOWN OF ORANGETOWN

By: _____

Name (Please Print): _____

Title:

Cost Summary
Orangetown T, C3-5345-09-00

Request No. _____

Contractor Name / Cost Description	Contract Date	Contract Amt	Eligible Amt	Disbursed To Date	Project Cost To Date	Elig. Contract Amt. Remaining	Costs Requested
Optimum Controls Corporation	01/30/2018	\$375,290.00	\$375,290.00	\$0.00	\$0.00	\$375,290.00	
Construction Contract 1	Lump Sum	\$375,290.00	\$375,290.00	\$0.00	\$0.00	\$375,290.00	
New contracts (include copy of contract with request): _____ _____ _____							
PROJECT TOTALS FOR C3-5345-09-00:		\$375,290.00	\$375,290.00	\$0.00	\$0.00		

LESS OFFSETS: _____
 TOTAL NET REQUESTED FOR THIS DISBURSEMENT: _____

EXHIBIT F FORM OF PROJECT COMPLETION CERTIFICATE

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PROJECT COMPLETION CERTIFICATE
Town of Orangetown
WIIA PROJECT NO.: C3-5345-09-00

I, the undersigned and Authorized Person of the Town of Orangetown (the “Recipient”), hereby certify as follows:

1. Unless otherwise defined herein, capitalized terms used herein shall have the meanings given to them in the Grant Agreement between the Corporation and the Town of Orangetown dated as of January 6, 2022.
2. The Recipient received no Third-Party Funding that was not already disclosed to the Corporation and included in EXHIBIT C.
3. The Recipient received no moneys from another source for the same costs for which it submitted a Grant Disbursement Request Form to the Corporation.
4. All equipment and facilities paid for in whole or in part with Grant proceeds were and are being used solely for Project purposes.
5. The project has been fully completed in accordance with the requirements set forth in the Grant Agreement dated as of January 6, 2022 between Town of Orangetown and the Corporation.
6. Recipient met the MWBE participation goals of the approved Utilization Plan for each contract or otherwise received a valid waiver.
7. The final Project Costs are \$ _____.

I hereby affirm under penalty of perjury that I am an Authorized Person of Town of Orangetown, authorized to make the above certifications and that information provided on this Project Completion Certificate and all attachments, if any is true to the best of my knowledge and belief. I am aware false statements made in this Certificate are punishable pursuant to Section 210.45 of the Penal Law.

TOWN OF ORANGETOWN

By: _____
Authorized Person
Printed Name: _____
Title: Supervisor

**NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION (EFC)
CERTIFICATION OF PROJECT COMPLETION**

Recipient: _____
 Project No.: _____
 County: _____
 Location: _____
 Name of Project: _____
 Project Description: _____

Construction of the above project must be under the supervision of a person or firm licensed to practice professional engineering in the State of New York, as required under the Education Law. The person or firm supervising the above project must file a Certification of Project Completion within 30 days after completion of construction with the New York State Environmental Facilities Corporation, 625 Broadway, Albany, New York 12207-2997.

Construction Contract Title:	Construction Start Date:	Construction Substantial Completion Date:	Construction Final Completion Date:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

I certify that the construction of the above project including environmental mitigating measures, if any, was completed in accordance with the approved plans and specifications or approved amendments thereto and was under the supervision of a professional engineer licensed in New York State.

Engineer Name:	_____
Engineer Title:	_____
Engineering Firm:	_____
Eng. Firm Address:	_____
Signature	Date

EXHIBIT G REQUIRED CONTRACT LANGUAGE FOR PROJECT CONTRACTS AND
SUBCONTRACTS FUNDED BY THE PROGRAM

The Recipient agrees to include the following provisions in all contracts and subcontracts which are to be paid with funds provided pursuant to this Grant Agreement.

SECTION 1 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

For purposes of this section:

“Non-Construction” shall mean Contracts for labor, services (including, but not limited to, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing.

The Minority- and Women- Owned Business Enterprises (“MWBE”) and Equal Employment Opportunities requirements of this section apply to the Contracts or Subcontracts meeting the thresholds under New York State Executive Law Article 15-A as follows:

- (a) Non-Construction Contracts greater than \$25,000;
- (b) Non-Construction Contracts, that are initially under \$25,000 but subsequent change orders or contract amendments increase the Contract value to above \$25,000;
- (c) Construction Contracts greater than \$100,000; and,
- (d) Construction Contracts that are initially under \$100,000 but subsequent change orders or contract amendments increase the Contract value to above \$100,000.

I. General Provisions

A. Contractors and Subcontractors are required to comply with New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services (including, but not limited to, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing, or (2) in excess of \$100,000 for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon.

B. Failure to comply with all of the requirements herein may result in a finding by the Recipient that the Contractor is non-responsive, non-responsible, and/or has breached the Contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to subsection III(F) of this section, or enforcement proceedings as allowed by the Contract.

C. If any terms or provisions herein conflict with Executive Law Article 15-A or the MWBE Regulations, such law and regulations shall supersede these requirements.

D. Upon request from the Recipient’s Minority Business Officer (“MBO”) and/or EFC, Contractor will provide complete responses to inquiries and all MWBE and EEO records available within a reasonable time. For purposes of this section, MBO means the duly authorized representative of the State financial assistance Recipient for MWBE and EEO purposes.

II. Equal Employment Opportunities (EEO)

A. Each Contractor and Subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion,

transfer, layoff, or termination and rates of pay or other forms of compensation.

B. Contractor represents that it has submitted an EEO policy statement to Recipient prior to the execution of this Contract.

C. Contractor represents that it's EEO policy statement includes the following language:

1. The contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Contracts relating to State financial assistance projects.

2. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract relating to this State financial assistance project, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

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

D. The Contractor will include the provisions of Subdivisions II(A), II(C), and II(E) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

E. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

F. Required EEO Forms

1. EEO Staffing Plan

Non-Construction Contracts and Subcontracts only

To ensure compliance with this section, the Contractor represents that it has submitted prior to execution of this Contract an EEO Staffing Plan to the Recipient's MBO to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories.

2. EEO Workforce Employment Utilization Report ("Workforce Report")

a. The Contractor shall submit a Workforce Report, and shall require each of its Subcontractors to submit a Workforce Report to the Recipient, in such format as shall be required by EFC during the term of the Contract. For construction Contracts, Workforce Reports must be submitted on a monthly basis; for non-construction Contracts, Workforce Reports must be submitted on a quarterly basis.

b. Separate forms shall be completed by Contractor and any Subcontractor.

c. In limited instances, the Contractor may not be able to separate out the workforce utilized in the performance

of the Contract from the Contractor's and/or Subcontractor's total workforce. When a separation can be made, the Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's and/or Subcontractor's total workforce, the Contractor shall submit the Workforce Report and indicate that the information provided is the Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.

III. Business Participation Opportunities for MWBEs

A. Contract Goals

1. For purposes of this Contract, EFC establishes the following goals for New York State certified MWBE participation (“MWBE Combined Goals”) based on the current availability of qualified MBEs and WBEs.

Program	MWBE Combined Goal*
NYS financial assistance only	30%
Engineering Planning Grant	30%

*May be any combination of MBE and/or WBE participation

2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section III-A hereof, the Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com>.

3. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards achievement of applicable MWBE participation goals.

a. For construction and construction-related services Contracts or Subcontracts, the portion of the Contract or Subcontract with an MWBE serving as a supplier, and so designated in ESD’s Directory, that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the Contract or Subcontract. The portion of a Contract or Subcontract with an MWBE serving as a broker, as denoted by NAICS code 425120, that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.

b. For non-construction Contracts or Subcontracts, the portion of a Contract or Subcontract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract.

4. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR § 142.8, the Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as Subcontractors or suppliers in the performance of the Contract.

5. In accordance with Section 316-a of Article 15-A and 5 NYCRR § 142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of Contract and the Contractor shall be liable to the Recipient for liquidated or other appropriate damages, as set forth herein.

B. MWBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan to the Recipient prior to the execution of this Contract.

2. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this section.

3. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is not responsive.

4. Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the Recipient's MBO. Contractor shall indicate the changes to the MBO in the next Monthly MWBE-SDVOB Contractor Compliance Report after the changes occurred. At EFC's discretion, an updated MWBE Utilization Plan form and good faith effort documentation may be required to be submitted. When a Utilization Plan is revised due to execution of a change order, the change order should be submitted to the MBO with the Monthly MWBE-SDVOB Contractor Compliance Report or revised Utilization Plan.

5. The Contractor shall submit copies of all fully executed Subcontracts, agreements, and purchase orders that are referred to in the MWBE Utilization Plan to the MBO within 30 days of their execution.

C. Requests for Waiver

1. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver to the Recipient documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Recipient shall forward the request to EFC for evaluation, and EFC will issue a written notice of acceptance or denial within twenty (20) days of receipt.

2. If the Recipient, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Recipient may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

D. Monthly MWBE Contractor Compliance Report ("Monthly MWBE-SDVOB Report")

The Contractor agrees to submit a report to the Recipient by the third business day following the end of each month over the term of this Contract documenting the payments made and the progress towards achievement of the MWBE goals of the Contract. The Monthly MWBE-SDVOB Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check) and proof that Subcontractors have been paid within 30 days of receipt of payment from the Recipient. The final Monthly MWBE-SDVOB Report must reflect all Utilization Plan revisions and change orders.

E. Liquidated Damages - MWBE Participation

In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, if it has been determined by the Recipient or EFC that the Contractor has willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages, as specified herein and as determined by the Recipient or EFC.

Liquidated damages shall be calculated as an amount not to exceed the difference between:

1. All sums identified for payment to MWBEs had the Contractor achieved the approved MWBE participation goals; and,
2. All sums actually paid to MWBEs for work performed or materials supplied under this Contract.

The Recipient and EFC reserve the right to impose a lesser amount of liquidated damages than the amount calculated above based on the circumstances surrounding the Contractor's non-compliance.

In the event a determination has been made by the Recipient or EFC which requires the payment of damages identified herein and such identified sums have not been withheld, Contractor shall pay such damages to the Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Empire State Development Corporation – Division of Minority and Women's Business Development ("ESD") pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the damages shall be payable if the Director of ESD renders a decision in favor of the Recipient.

SECTION 2 PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES

For purposes of this section:

"Non-Construction" shall mean Contracts for labor, services (including, but not limited to, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing.

The requirements of this section apply to Contracts or Subcontracts meeting the thresholds under New York State Executive Law, Article 17-B as follows:

- (a) Non-Construction Contracts greater than \$25,000;
- (b) Non-Construction Contracts, that are initially under \$25,000 but subsequent change orders or contract amendments increase the Contract value to above \$25,000;
- (c) Construction Contracts greater than \$100,000; and,
- (d) Construction Contracts that are initially under \$100,000 but subsequent change orders or contract amendments increase the Contract value to above \$100,000.

I. General Provisions

Contractors and Subcontractors are required to comply with New York State Executive Law Article 17-B and 9 NYCRR Part 252 for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services (including, but not limited to, legal, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing, or (2) in excess of \$100,000 for the acquisition, construction, demolition, replacement, major repair or renovation or real property and improvements thereon.

II. Contract Goals

A. A. EFC hereby establishes an overall goal of 6% for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Contractor should reference the directory of New York State Certified SDVOBs found at: <https://online.ogs.ny.gov/SDVOB/search>.

B. Pursuant to 9 NYCRR § 252.2(n), Contractor must document "good faith efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract.

III. SDVOB Utilization Plan

A. In accordance with 9 NYCRR § 252.2(i), Contractor represents and warrants that it has submitted a completed SDVOB Utilization Plan to Recipient prior to the execution of this Contract.

B. Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goal set forth above.

C. Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

D. Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the Recipient's MBO. Contractor shall indicate the changes to the MBO in the next Monthly MWBE-SDVOB Contractor Compliance Report after the changes occurred. At EFC's discretion, an updated SDVOB Utilization Plan form and good faith effort documentation may be required to be submitted. When a Utilization Plan is revised due to execution of a change order, the change order should be submitted to the MBO with the revised Utilization Plan.

E. The Contractor shall submit copies of all fully executed subcontracts, agreements, and purchase orders that are referred to in the SDVOB Utilization Plan to the MBO within 30 days of their execution.

IV. Request for Waiver

A. If Contractor, after making good faith efforts, is unable to comply with the SDVOB Contract goal, Contractor may submit a request for a partial or total waiver to the Recipient, documenting good faith efforts by Contractor to meet such goal. If the documentation included with the waiver request is complete, the Recipient shall forward the request to EFC for evaluation, and EFC will issue a written notice of acceptance or denial within twenty (20) days of receipt.

B. Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to the Recipient, but must be made no later than prior to the submission of a request for final payment on the Contract.

If the Recipient, upon review of the SDVOB Utilization Plan and Monthly SDVOB Contractor Compliance Report determines that Contractor is failing or refusing to comply with the SDVOB Contract goal and no waiver has been issued in regards to such non-compliance, the Recipient may issue a notice of deficiency to Contractor. Contractor must respond to the notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of SDVOB Contract goals.

V. Monthly SDVOB Contractor Compliance Report ("Monthly MWBE-SDVOB Report")

In accordance with 9 NYCRR § 252.2(q), Contractor is required to report monthly SDVOB contractor compliance to the Recipient during the term of the Contract for the preceding month's activity, documenting progress made towards achieving the Contract SDVOB goals. The Contractor agrees to submit a report on to the Recipient by the third business day following the end of each month over the term of this Contract. The Monthly MWBE-SDVOB Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check). The final Monthly MWBE-SDVOB Report must reflect all Utilization Plan revisions and change orders.

VI. Breach of Contract and Damages

In accordance with 9 NYCRR § 252.2(s), any Contractor found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract, shall be found to have breached the contract and Contractor shall pay damages as set forth therein.

SECTION 3 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

The requirements of this section apply to all Contracts and Subcontracts.

The Contractor and any Subcontractors have not been deemed ineligible to submit a bid on or be awarded a public contract or subcontract pursuant to Article 8 of the State Labor Law, specifically Labor Law § 220-b. In addition, neither the Contractor nor any Subcontractors have contracted with, or will contract with, any party that has been deemed ineligible to submit a bid on or be awarded a public contract or subcontract under Labor Law § 220-b.

In addition, the Contractor and any Subcontractors have not been deemed ineligible to submit a bid and have not contracted with and will not contract with any party that has been deemed ineligible to submit a bid under Executive Law § 316.

EXHIBIT H REQUIRED CERTIFICATIONS

Intentionally Omitted.

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

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	<u>25%</u>
	<u><u>100%</u></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.

* * *

November 12, 2021

Dear Jeff

Thanks so much for your support and we look forward to working with you in the next two years.

Best Regards

Nick

CONTRACT ADDENDUM NO. 2021143-00

(2021 – HAMLET OF SOUTH NYACK HYBRID ZONING)

DATED: December 6, 2021

TO
Agreement for Professional Services
(Original Agreement No. 2021067-00 Dated: May 20, 2021)

The original Agreement, between Town of Orangetown, Rockland County, New York, the CLIENT and Laberge Engineering & Consulting Group, LTD., is hereby amended as follows:

The contract amount shall be increased by \$24,250 plus reimbursable expenses for provision of additional services related to professional planning and government operations consulting per Attachment A (proposal dated November 18, 2021): Development of a hybrid zone code section for the Hamlet of South Nyack.

SUBCONSULTANT:

TOWN OF ORANGETOWN

26 West Orangeburg Road

<u>Orangeburg</u>	<u>New York</u>	<u>10962</u>
City	State	Zip

BY: _____
Name Title

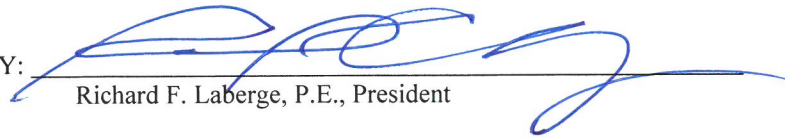
Print Name: Teresa Kenny Title: Supervisor

CONSULTANT:

LABERGE ENGINEERING & CONSULTING GROUP, LTD.

4 Computer Drive, West

<u>Albany</u>	<u>New York</u>	<u>12205</u>
City	State	Zip

BY: 
Richard F. Laberge, P.E., President

VIA EMAIL

November 18, 2021

Ms. Teresa Kenny, Supervisor
Town of Orangetown
26 Orangeburg Rd
Orangeburg, NY 10962

Re: Proposal for Transition Assistance
Town of Orangetown, New York

Dear Supervisor Kenny:

Thank you for inviting Laberge Group to submit our proposal to provide transition consulting services to assist Town in the implementation and coordination of the dissolution of the Village of South Nyack in an efficient, cost-effective, and timely manner. Our firm's many years of experience with assisting clients provides a great resource to your community.

Task 1 – Development of a Hybrid Zoning Code Section for the Hamlet of South Nyack

Throughout the development of the Final Dissolution Plan for the Village of South Nyack, leaders of the Town of Orangetown had expressed an interest in absorbing the current Village zoning districts, bulk standards, select definitions, and village specific definitions into a new hamlet portion of the Town Code. This “hybrid” would include researching and ensuring that the current Town administrative policies are still in effect, while the current land use and associated text and mapping are integrated into the Town Code.

Overview:

Laberge Group shall tailor the zoning standards that are needed to blend and integrate the Village’s land use and development standards that are currently contained in the Village of South Nyack Zoning Law into the Town’s Zoning Law. These Zoning Amendments will provide for compatible land use regulation that performs similar to the current regulatory process in the Village. Yet, having these adopted within the Town’s Zoning Law will enable a streamlined process, with easier administration. In addition, it will allow the Town Zoning Officials to work from one code, rather than conducting land use oversight through a separate Village zoning law for up to two (2) years¹. These amendments will maintain important Village Code review criteria, but will utilize a uniform process of administration and enforcement, that is already well known and contained in the Town’s Zoning Law.

Time is built into this proposal to confer with assigned Town Zoning Officials and elected leaders regarding what will be covered in this Scope of Work. Our understanding is the focus will be to establish appropriate Village Districts and Bulk Standards and within the Town Zoning Districts within the former Village footprint. In addition, it is anticipated that there will be related amendments to the Supplemental Bulk

¹ Pursuant to GML Article 17-A §789, all Village local laws, ordinances, rules or regulations, in effect on the date of dissolution shall remain effective for a period of up to two years following dissolution or until such time as the Town Board shall adopt, repeal or integrate such laws into the Town code.

Teresa Kenny, Supervisor

November 18, 2021

Pg. 2 of 3

Regulations and Definitions of the Town Zoning Law in order to incorporate the needs of the former Village.

Specifically, Laberge Group shall:

1. Hold a zoom-based kick off meeting with the Town of Orangetown internal committee or project liaison.
2. Prepare a technical Zoning Memorandum of the recommended amendments to the current Town Law to incorporate the Village Zoning Law and/or other to identify the specific areas for integration of the Village (future hamlet) land use standards, districts, bulk table, etc.
3. Prepare an Updated GIS based Zoning Map (with the base GIS data provided by the Town).
4. Draft Zoning Amendments to the applicable sections of the code (including up to 2 zoom meetings and 1 onsite meeting).
5. Public Hearing (preparation of materials for and attendance).
6. Preparation of a Long Form EAF for SEQR (a full GEIS if needed would necessitate a separate scope and fee).

Note: It is expected that the Village will get their existing Critical Environmental Area (CEA) standards and map footprints definitively on-record with NYSDEC. We would not expect to use our effort with the Town to forge new CEA standards, such as for viewshed management, or enhanced historic structures preservation. Nor would we expect to advance a form-based code type of approach under this proposal.

Fee for Services:

Laberge Group is pleased to assist the Town of Orangetown for a fee not to exceed \$24,250 plus reimbursable expenses for this task.

Task II – Dissolution Implementation and Transition Assistance

Laberge Group recognizes that the transition and implementation phase of a village dissolution is marred with obstacles, pitfalls and limited guidance from New York State. As such we propose to make our government operations team available to the Town on an hourly basis to assist with questions, research or tasks as assigned needed throughout the next two years. For budgeting purposes, Laberge Group suggests a budget of approximately 225 hours of staff time with a cap of \$36,000 plus reimbursable expenses.

Please note that the Town is eligible for a grant of up to \$50,000 to cover a portion of the implementation costs through a CREG grant.

We thank you for the opportunity to submit our proposal, and as always, if you have any questions or comments, please feel free to contact us.

Very truly yours,
LABERGE GROUP

By: 

Richard F. Laberge, P.E.
President

RFL: bnl

O:\Orangetown - Town\Proposals\2021 villagezoningintegration\Town of Orangetown Dissultion Implementation Proposal Letter.docx

**AGREEMENT
BY AND BETWEEN
VILLAGE OF SOUTH NYACK
AND
TOWN OF ORANGETOWN
FOR HIGHWAY, PARKS and PUBLIC WORKS SERVICES**

This Inter-Municipal (“IMA”) is made and effective as of _____, 2021, between the Village of South Nyack (“Village”), a municipal corporate of the State of New York, with offices at 282 South Broadway, South Nyack, New York 10960, and the Town of Orangetown (“Town”), a municipal corporation of the State of New York, with offices at 26 West Orangeburg Road, Orangeburg, New York 10962.

WHEREAS, municipal corporations are authorized, pursuant to both Article 9, §1, of the New York State Constitution, and Article 5-G of the New York State General Municipal Law (“GML”), to enter into inter-governmental agreements; and

WHEREAS, GML Article 5-G specifically authorizes and encourages municipal corporations to enter into agreements with each other in order to provide, cooperatively, jointly or by contract or agreement, any facility, service, activity or undertaking, which each participating municipal corporation has the power to provide separately; and

WHEREAS, the Village is undergoing a dissolution process pursuant to a dissolution plan adopted on or about July ____, 2021 whereby the Village will dissolve as of March 31, 2022 ; and

WHEREAS, the Village, as part of its dissolution, is disbanding its Department of Public Works (“DPW”) which provides for snow and ice control measures, street maintenance, and other tasks as set forth more fully in Exhibit A annexed hereto, as of midnight on January 1, 2022; and

WHEREAS, the Village has requested that the Town provide services to the Village that were previously performed by the Village DPW, as set forth more fully in Exhibit A annexed hereto, and

WHEREAS, the Town and Village have reached an agreement as to the terms and conditions of the Town providing such service and by this agreement memorializing their understandings, expectations, and representations as to their agreement, and

WHEREAS, the respective governing boards of the Town and Village have, by a majority vote, approved the actions set forth in this agreement and have approved the execution thereof by its appropriate executive officer;

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter set forth, the Town and Village agree as follows:

1. General Agreement:

(a) During the term of this agreement the Town, through its respective Highway Department, Department of Environmental Management and Engineering (DEME) and Parks and Recreation Department shall manage, supervise and provide the Highway and maintenance related services as listed in the list annexed hereto as Exhibit A to the Village of South Nyack, which may include utilizing existing machinery and equipment owned by the Village.

(b) To the extent the Town may use existing Village equipment, the Village shall be responsible for the cost of replacement of repair and/or replacement to the extent same may be necessary. The parties note that the Village is in the process of disposing of its assets and the Village is under no obligation to provide any machinery and/or equipment to the Town for the Town to perform under this agreement.

(c) The Town shall cooperate with the Village and address any requests for specific service through the Village Mayor. In the event there is a disagreement as to what services shall be performed, the Town shall be under no obligation to perform any service for the Village that is not specifically listed in the attached Exhibit A.

(d) Services contemplated to be provided by the Town to the Village through the aforesaid departments shall not interfere with these departments' obligations to the Town.

2. Duration:

This agreement shall commence at midnight on January 1, 2022 and shall expire as of Midnight on April 1, 2022. As the Village will be dissolved as of April 2, 2022, the Town shall provide services thereafter in accordance with its obligations to the unincorporated areas of the Town and in accordance with its obligations pursuant to law. Any expense incurred or monies due and owing for service to the Village prior to dissolution shall be a charge upon the properties of the former Village pursuant to General Municipal Law Article 17(a).

3. Compensation:

The Village hereby agrees to pay the Town for services provided for under this agreement the sum of Eighty Two Thousand Seven Hundred Fifty One and 00/100 (\$82,751.00) for the duration of this Agreement as set forth above. This sum shall be payable on or before January 1, 2022. In the event the Village fails to make payment in accordance with the terms of this Agreement, the Town shall have no obligation to perform any work or services under the terms of this Agreement and shall be entitled to a pro rata share of the fee for services performed under this Agreement.

4. Equipment

The Village agrees to sell and the Town agrees to purchase certain highway and department of public works related equipment and vehicles which purchase would be in furtherance of

the Town undertaking to provide services to the Village as of January 1, 2022, and upon dissolution thereof as of April 1, 2022, to the area and properties that comprised the former Village.

- A. Annexed hereto as Exhibit B is a list of equipment and vehicles that the Town will purchase from the Village, along with the values the parties have agreed to for each piece or pieces of equipment and/or vehicles. The total value of the equipment of the equipment and vehicles that the Town agrees to purchase from the Village is valued at \$374,800.00.
- B. The Town shall pay to the Village, on or before January 1, 2022, the sum of \$374,800.00 for the purchase of the aforesaid equipment. The equipment shall be transferred to the Town on or before January 1, 2022.
- C. The parties may account to each other with respect to any monies due and owing each party as set forth herein and make payment(s) if necessary thereafter as appropriate.
- D. To the extent there are any sums due and owing the Town from the Village at the time the Village dissolves with respect to any payments due hereunder, same shall be a charge upon the taxable property within the limits of the former Village, in accordance with General Municipal Law §790.
- E. The Village shall supply to the Town a Bill of Sale and sign any other documentation as requested by the Town to transfer ownership of said equipment and vehicles to the Town.

5. Indemnification and Insurance:

The Village agrees to indemnify, defend and hold harmless the Town and its employees, officers and contractors from any and all actions, claims, losses, and expenses (including reasonable attorneys' fees and expenses) for the acts, omissions, or decisions of the Town, its agents, employees, invitees, and those under its control with respect to all matters covered under this agreement. The Village shall add the Town as an additional named insured on its liability policy, which shall remain in full force and effect during the term of this agreement.

6. Severability

If any provision of this Agreement is deemed to be invalid or inoperative for any reason, under Federal, State, County or Local law or regulation, that part shall be deemed modified to the extent necessary to make it valid or operative, or lawful; or, if it cannot be so modified, then severed, and the remainder of this Agreement shall continue in full force and effect as if this Agreement had been executed with the invalid portion so modified or eliminated.

7. Entire Agreement

The parties agree that this writing represents the entire License Agreement between them, and that there are no oral or collateral agreements, contracts, promises or understandings of any kind or character, except those contained herein. Neither this License Agreement, nor any term or provision hereof, may be changed, waived, discharged or terminated orally, or in any manner other than by a written instrument, duly executed by the parties after approval by their respective governing bodies.

8. Electronic Signatures

This Agreement may be signed by electronic and/or facsimile signature, which signature shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their respective duly authorized officers on the day and year first above-written.

VILLAGE OF SOUTH NYACK

TOWN OF ORANGETOWN

BY: _____
Bonnie Christian, Mayor
Village Board Resolution No. 2021-____

BY: _____
Teresa M. Kenny, Supervisor
Town Board Resolution No. 2021-____

Dated: November ____, 2019

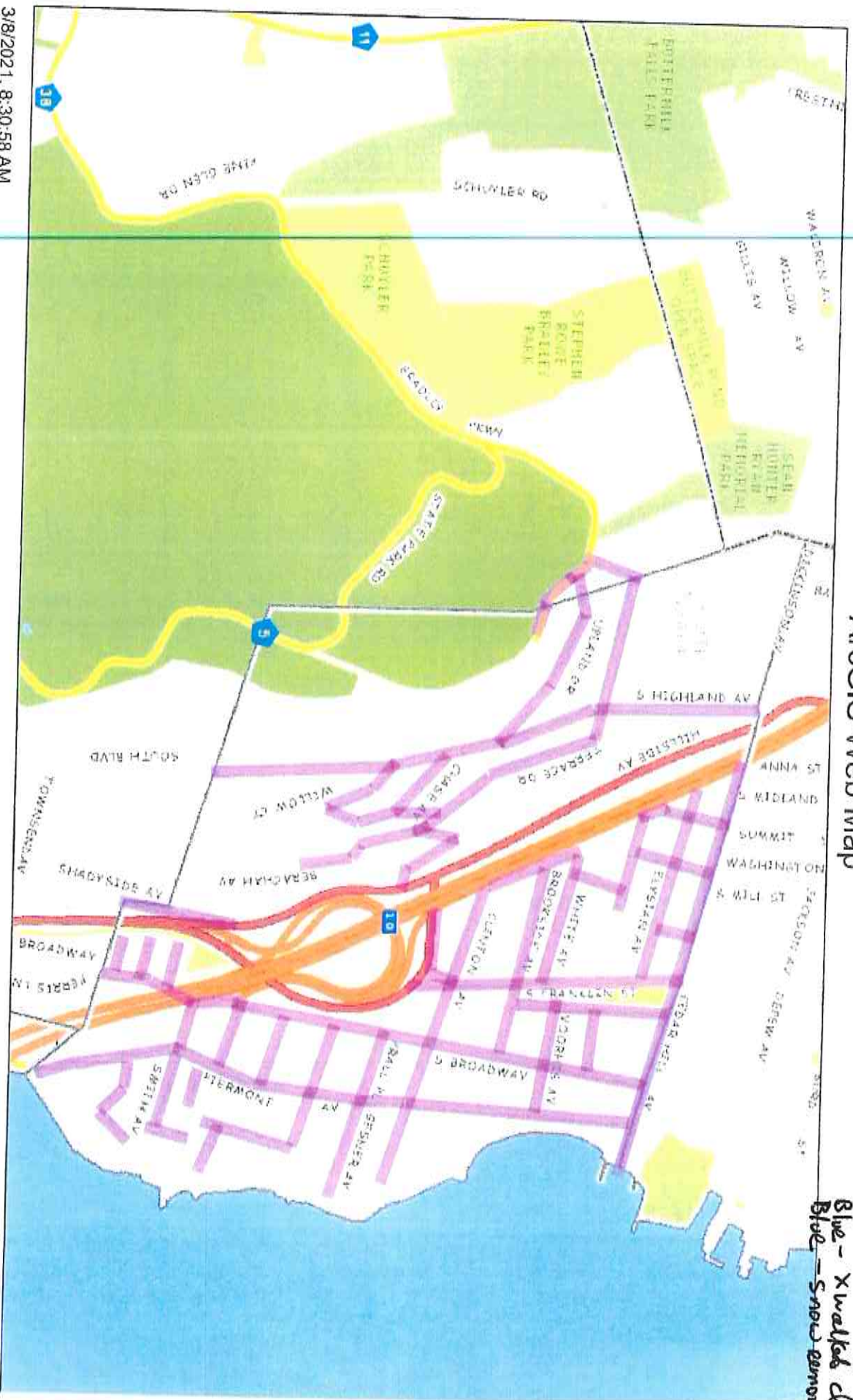
Dated: November ____, 2019

Trucks

<u>Trucks</u>	<u>Year</u>	<u>Estimated V Depts.</u>
2009 International 7500 Swap Loader	2009	\$31,900 HWY
2016 International 7400 Dump Truck w/ Accessories	2016	\$35,000 HWY
2017 Multihog w/ Attachments (MXC120)	2018	\$85,000 HWY, Parks
2020 Caterpillar Excavator w/ Attachments (305 E2)	2020	\$65,000 HWY, DEME, Parks
2020 Caterpillar Roller Roller (CB1.8)	2020	\$30,000 HWY
2020 KMI Asphalr Trailer- 4 Ton	2020	\$20,000 HWY
2020 Hyundai Forklift (35D-9F)	2020	\$25,000 HWY, DEME
Rolloff/Dumpsters (3)		\$2,000 HWY
Sewer Snake	2019	\$900 DEME
Mason Dump F-550	2014	\$49,000 DEME
SCAG V Ride II Mower	2020	\$6,000 DEME, Parks
Ventrax	2012	\$18,000 DEME, Parks
Jumping Jack	2013	\$1,000 DEME
Landscape Trailer		\$500 Parks
Portable LED Light Units (x2)		\$3,500 Parks
Walk-behind snowblower (Honda)		<u>\$2,000</u> Parks
		\$374,800

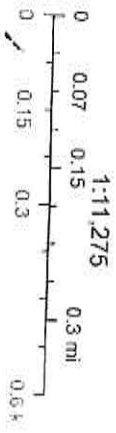
Grand Total**\$374,800**

ArcGIS Web Map

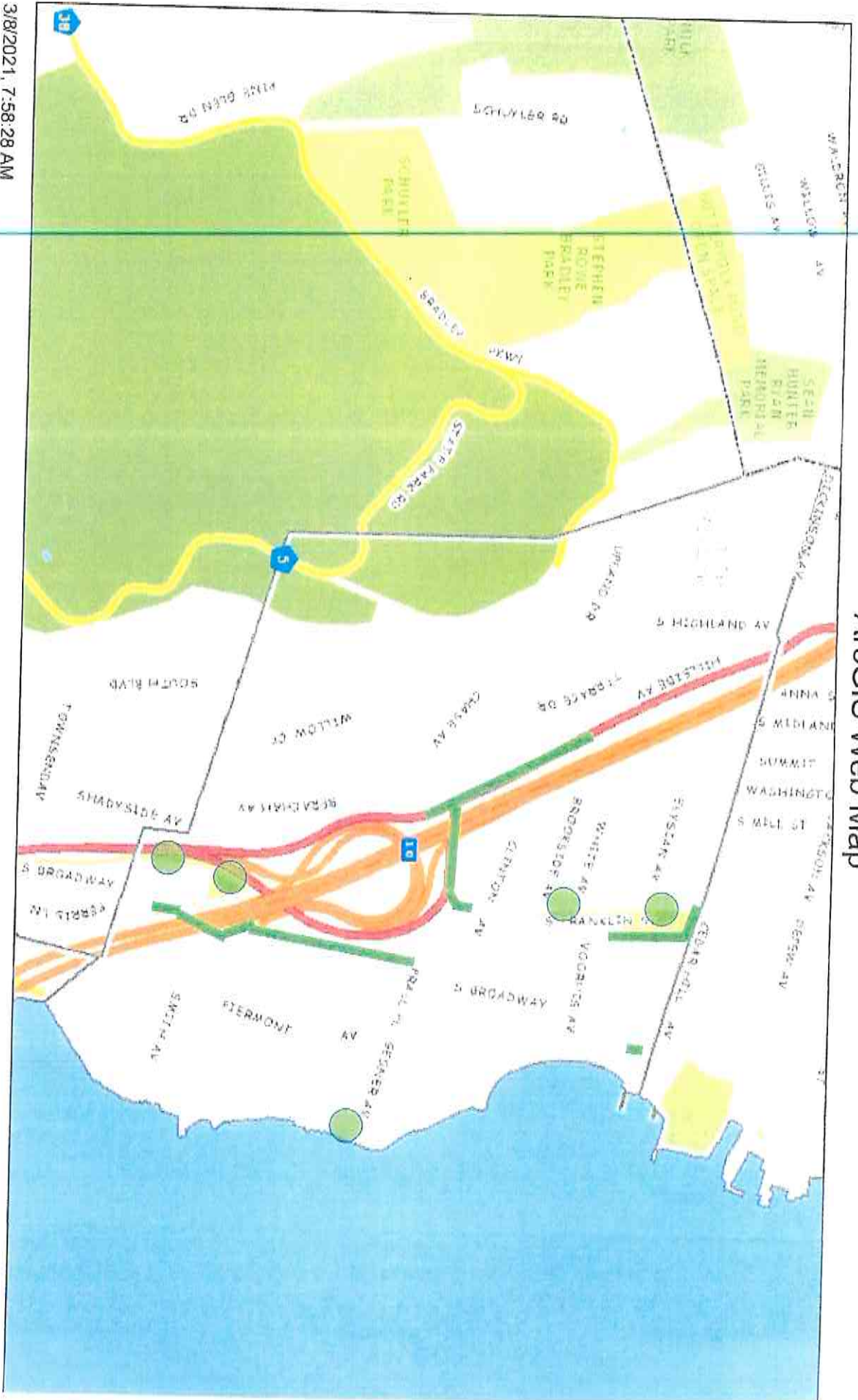


Pink - Plowed
 Blue - Xwalked dead
 Blue - Snow removed
 Orange - sidewalks/steps
 Plowed

3/8/2021, 8:30:58 AM



ArcGIS Web Map

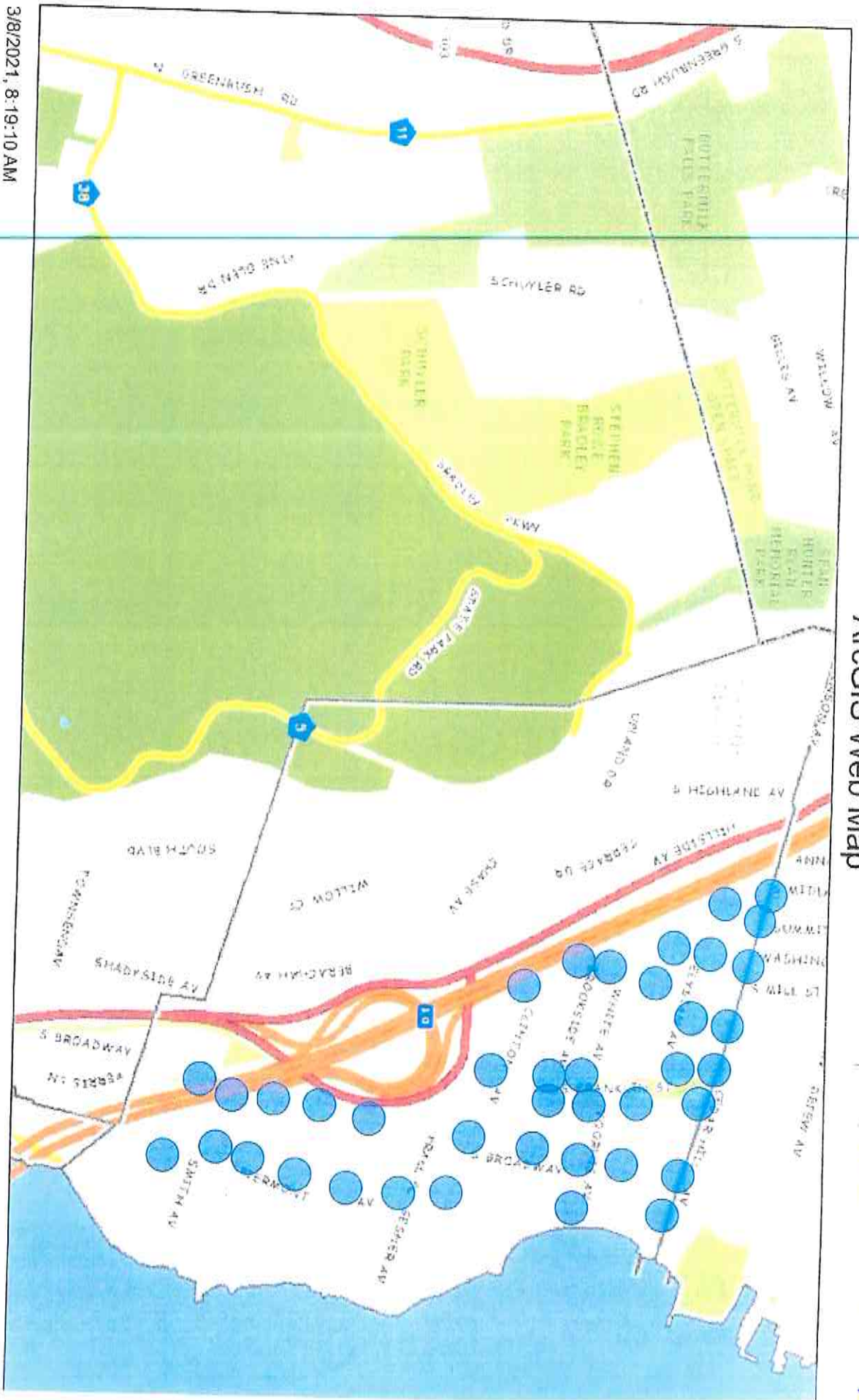


3/8/2021, 7:58:28 AM

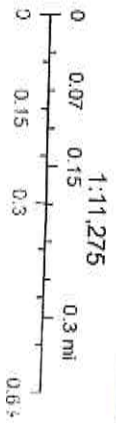


ArcGIS Web Map

10 inches or up we flow

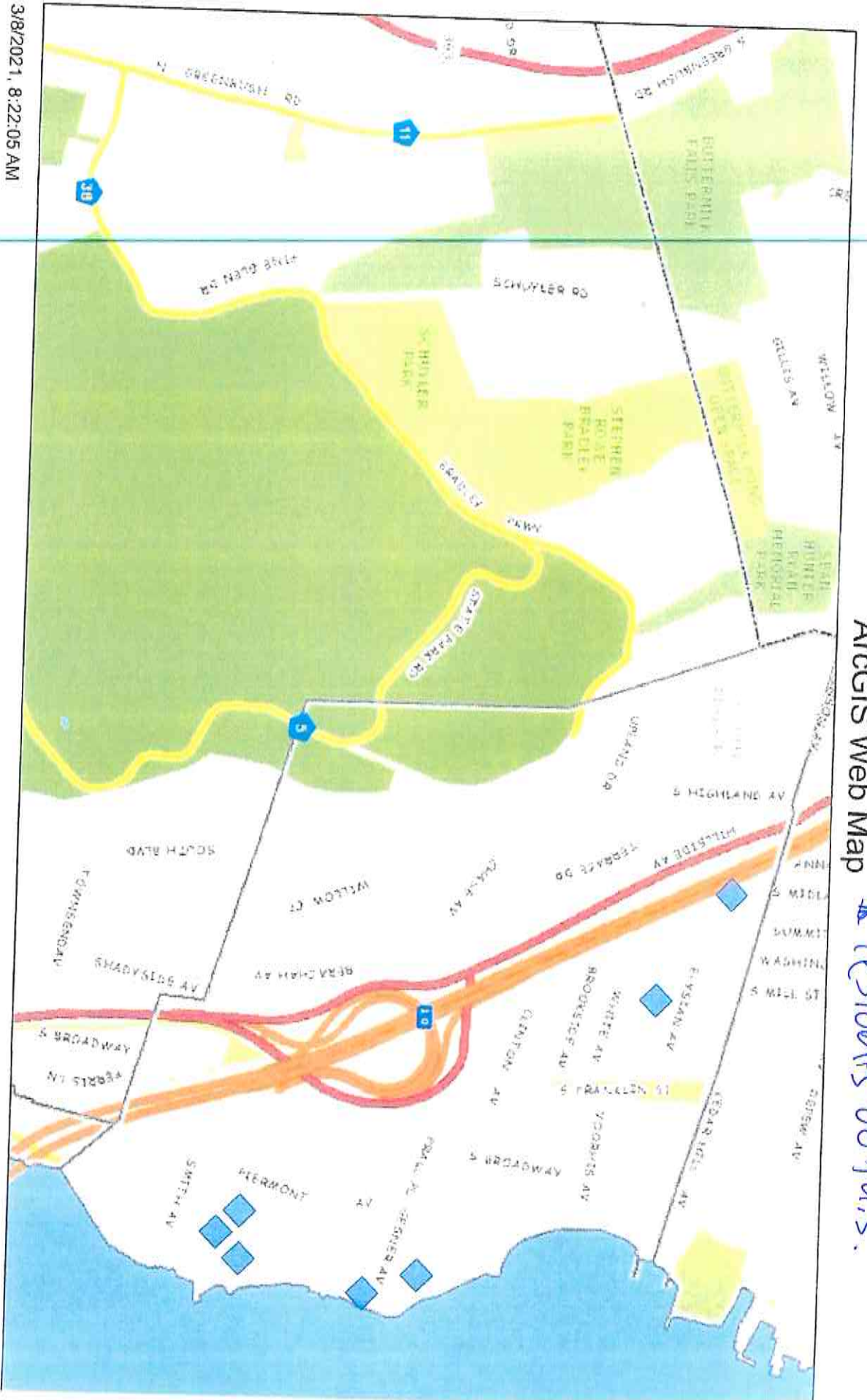


3/8/2021, 8:19:10 AM



ARCIS Web Map

Residents do this.



3/8/2021, 8:22:05 AM



SCHLOSS & SCHLOSS, PLLC

ATTORNEYS AT LAW
55 OLD TURNPIKE ROAD, SUITE 211
NANUET, NEW YORK 10954
(845) 425-4200 FAX (845) 425-4404
e-mail: info@schlosslawyers.com

JACK SCHLOSS
JONATHAN B. SCHLOSS*
*Admitted NY & NJ
KERIANN MARSHALL, Paralegal

December 2, 2021

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Rosanna Sfraga, Clerk
Village of Orangetown
26 West Orangeburg Road
Orangeburg, NY 10962

Re: The Unknown22 Corp.
d/b/a The Unknown Restaurant and Bar
8 North William Street
Pearl River, NY 10965

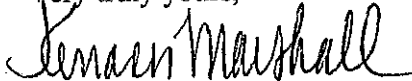
Dear Ms. Sfraga:

Please be advised that on behalf of The Unknown22 Corp., we are hereby advising you the above intends to apply for an on-premises alcoholic beverage license pursuant to the Alcoholic Beverage Control Law. Enclosed you will find a duly executed Original Application Notice Form.

At this time, we are hereby requesting that you waive the 30 day notice. If agreeable, please advise in writing.

Thank you for your anticipated cooperation in this matter. Should you have any questions, please feel free to contact my office.

Very truly yours,



Keriann Marshall
Paralegal

Enc.



OFFICE USE ONLY		
<input type="radio"/> Original	<input type="radio"/> Amended	Date _____

Standardized NOTICE FORM for Providing 30-Day Advance Notice to a Local Municipality or Community Board

1. Date Notice was Sent: 1a. Delivered by:

2. Select the type of Application that will be filed with the Authority for an On-Premises Alcoholic Beverage License:
- New Application Renewal Alteration Corporate Change Removal Class Change Method of Operation Change

For **New** applicants, answer each question below using all information known to date
 For **Renewal** applicants, answer all questions
 For **Alteration** applicants, attach a complete written description and diagrams depicting the proposed alteration(s)
 For **Corporate Change** applicants, attach a list of the current and proposed corporate principals
 For **Removal** applicants, attach a statement of your current and proposed addresses with the reason(s) for the relocation
 For **Class Change** applicants, attach a statement detailing your current license type and your proposed license type
 For **Method of Operation Change** applicants, although not required, if you choose to submit, attach an explanation detailing those changes

This 30-Day Advance Notice is Being Provided to the Clerk of the Following Local Municipality or Community Board:

3. Name of Municipality or Community Board:

Applicant/Licensee Information:

4. Licensee Serial Number (if applicable): Expiration Date (if applicable):

5. Applicant or Licensee Name:

6. Trade Name (if any):

7. Street Address of Establishment:

8. City, Town or Village: , NY Zip Code:

9. Business Telephone Number of Applicant/Licensee:

10. Business E-mail of Applicant/Licensee:

11. Type(s) of alcohol sold or to be sold: Beer & Cider Wine, Beer & Cider Liquor, Wine, Beer & Cider

12. Extent of Food Service:
- Full food menu; full kitchen run by a chef or cook Menu meets legal minimum food availability requirements; food prep area at minimum

13. Type of Establishment:

14. Method of Operation: (check all that apply)
- Seasonal Establishment Juke Box Disc Jockey Recorded Music Karaoke
- Live Music (give details i.e., rock bands, acoustic, jazz, etc.):
- Patron Dancing Employee Dancing Exotic Dancing Topless Entertainment
- Video/Arcade Games Third Party Promoters Security Personnel
- Other (specify):

15. Licensed Outdoor Area: (check all that apply)
- None Patio or Deck Rooftop Garden/Grounds Freestanding Covered Structure
- Sidewalk Cafe Other (specify):

OFFICE USE ONLY		
<input type="radio"/> Original	<input type="radio"/> Amended	Date _____

16. List the floor(s) of the building that the establishment is located on:

17. List the room number(s) the establishment is located in within the building, if appropriate:

18. Is the premises located within 500 feet of three or more on-premises liquor establishments? Yes No

19. Will the license holder or a manager be physically present within the establishment during all hours of operation? Yes No

20. If this is a transfer application (an existing licensed business is being purchased) provide the name and serial number of the licensee:

<input type="text"/>	<input type="text"/>
Name	Serial Number

21. Does the applicant or licensee own the building in which the establishment is located? Yes (if YES, SKIP 23-26) No

Owner of the Building in Which the Licensed Establishment is Located

22. Building Owner's Full Name:

23. Building Owner's Street Address:

24. City, Town or Village: State: Zip Code:

25. Business Telephone Number of Building Owner:

Representative or Attorney Representing the Applicant in Connection with the Application for a License to Traffic in Alcohol at the Establishment Identified in this Notice

26. Representative/Attorney's Full Name:

27. Representative/Attorney's Street Address:

28. City, Town or Village: State: Zip Code:

29. Business Telephone Number of Representative/Attorney:

30. Business E-mail Address of Representative/Attorney:

I am the applicant or licensee holder or a principal of the legal entity that holds or is applying for the license. Representations in this form are in conformity with representations made in submitted documents relied upon by the Authority when granting the license. I understand that representations made in this form will also be relied upon, and that false representations may result in disapproval of the application or revocation of the license.

By my signature, I affirm - under **Penalty of Perjury** - that the representations made in this form are true.

31. Printed Principal Name: Title:

Principal Signature: Tara Nash

LAW OFFICE

LICATA & CONKLIN

Townhouse Office Park
55 Old Turnpike Road, Building 6, Suite 606
Nanuet, New York 10954

James D. Licata*
Robert V. Conklin**

* Admitted in N.Y., N.J. & Washington, D.C.
** Admitted in N.Y. and C.T.

P: 845-357-4242
F: 845-357-4574
E: licataconklin@gmail.com

December 9, 2021

(HAND DELIVERED)
Robert Magrino Esq.
Orangetown Town Attorney
26 Orangeburg Road
Orangeburg, New York 10962
rmagrino@orangetown.com

Re: Quit Claim Deed - 527-529 Route 303, Blauvelt, New York 10913

Dear Mr. Magrino,

Pursuant to our discussion, enclosed please find quit claim deed executed by Mr. Collishaw. Please text me when the deed is ready to be picked up. Thank you for your cooperation in this matter.

Very Truly Yours,

JAMES D. LICATA

JDL/sk



Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A - Information relating to conveyance

Form with fields for Grantor/Transferor (Individual, Corporation, Partnership, Estate/Trust, Single member LLC, Multi-member LLC) and Grantee/Transferee (Individual, Corporation, Partnership, Estate/Trust, Single member LLC, Multi-member LLC, Other). Includes mailing addresses, city, state, zip code, and social security numbers.

Location and description of property conveyed

Table with columns: Tax map designation - Section, block & lot; SWIS code; Street address; City, town, or village; County. Row 1: 70.19-1-40, 392489, 527-529 ROUTE 303, ORANGETOWN, ROCKLAND.

Type of property conveyed (mark an X in applicable box)

- 1 One- to three-family house
2 Residential cooperative
3 Residential condominium
4 X Vacant land
5 Commercial/industrial

- 6 Apartment building
7 Office building
8 Four-family dwelling
9 Other

Date of conveyance: month, day, year

Percentage of real property conveyed which is residential real property 100% (see instructions)

Condition of conveyance (mark an X in all that apply)

- a. X Conveyance of fee interest
b. Acquisition of a controlling interest (state percentage acquired %)
c. Transfer of a controlling interest (state percentage transferred %)
d. Conveyance to cooperative housing corporation
e. Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest
f. Conveyance which consists of a mere change of identity or form of ownership or organization
g. Conveyance for which credit for tax previously paid will be claimed
h. Conveyance of cooperative apartment(s)
i. Syndication
j. Conveyance of air rights or development rights
k. Contract assignment
l. Option assignment or surrender
m. Leasehold assignment or surrender
n. Leasehold grant
o. Conveyance of an easement
p. Conveyance for which exemption from transfer tax claimed
q. Conveyance of property partly within and partly outside the state
r. Conveyance pursuant to divorce or separation
s. Other (describe)

For recording officer's use: Amount received, Date received, Transaction number. Includes sub-sections for Schedule B, Part 1 and Part 2.

Schedule B – Real estate transfer tax return (Tax Law Article 31)

Part 1 – Computation of tax due

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, mark an X in the Exemption claimed box, enter consideration and proceed to Part 3) **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)
- 3 Taxable consideration (subtract line 2 from line 1)
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)
- 6 Total tax due* (subtract line 5 from line 4)

1.	0.00
2.	0.00
3.	0.00
4.	0.00
5.	0.00
6.	0.00

Part 2 – Computation of additional tax due on the conveyance of residential real property for \$1 million or more

- 1 Enter amount of consideration for conveyance (from Part 1, line 1)
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A)
- 3 Total additional transfer tax due* (multiply line 2 by 1% (.01))

1.	0.00
2.	0.00
3.	0.00

Part 3 – Explanation of exemption claimed on Part 1, line 1 (mark an X in all boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) a
- b. Conveyance is to secure a debt or other obligation b
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts d
- e. Conveyance is given in connection with a tax sale e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F f
- g. Conveyance consists of deed of partition g
- h. Conveyance is given pursuant to the federal Bankruptcy Act h
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment j
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) (attach documents supporting such claim) k

* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)

Complete the following only if the interest being transferred is a fee simple interest. This is to certify that: (mark an X in the appropriate box)

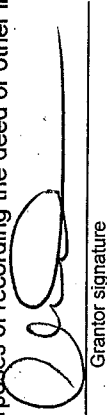
1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - a. The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - b. The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - c. The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - d. The maximum principal amount secured by the credit line mortgage is \$3 million or more, and the real property being sold or transferred is not principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.
3. Other (attach detailed explanation).

Note: for purposes of determining whether the maximum principal amount secured is \$3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

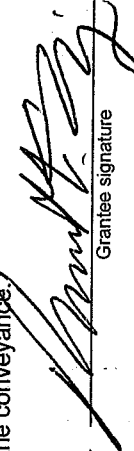
4. The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - a. A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - b. A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
5. The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded.)

Signature (both the grantors and grantees must sign)

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.


Grantor signature

Pres
Title


Grantee signature

Trust Attorney
Title

Grantor signature

Title

Grantee signature

Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule D – Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, § 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an X in the second box under *Exemption for nonresident transferors/sellers*, and sign at bottom.

Part 1 – New York State residents

If you are a New York State resident transferor/seller listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferor/seller of the real property or cooperative unit is a resident of New York State, each resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law § 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name CHARLES COLLISHAW	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law § 685(c), but not as a condition of recording a deed.

Part 2 – Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law § 663(c), mark an X in the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. Each nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on Form TP-584-I, page 1.

Exemption for nonresident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law § 663 due to one of the following exemptions:

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ Date _____ to _____ Date _____ (see instructions).
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the _____ day of December, 2021

BETWEEN

33 TWIN AVENUE CORP., 527-529 ROUTE 303, ORANGEBURG, NEW YORK 10962

party of the first part, and

TOWN OF ORANGETOWN, 26 WEST ORANGEBURG ROAD, ORANGEBURG, NEW YORK 10962

party of the second part.

WITNESSETH, that the party of the first part, in consideration of Rockland paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

SEE ATTACHED "SCHEDULED A" ATTACHED HERETO

SECTION:70.19 BLOCK:1 LOT:40


PREMISES BEING KNOWN AS 527-529 ROUTE 303, ORANGEBURG, NEW YORK 10962

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:



Charles Collishaw, President & Sole Shareholder

Schedule "A"

[Fiske Industries (Alco) Resubdivision]

Proposed Road Widening

To be Gracuitously Dedicated to the Town of Orangetown

All that certain plot, piece, or parcel of land lying, situate and being in the Town of Orangetown, County of Rockland, and State of New York, shown or depicted on that certain Subdivision Plot entitled "Resubdivision for Fiske Industries (Alco), Town of Orangetown, Rockland County, State of New York," made by Jay A. Greenwell, PLS, dated July 12, 2002, last revised May 10, 2004, and about to be filed in the Rockland County Clerk's office, and being more particularly bounded and described as follows:

BEGINNING at a point on the existing easterly right-of-way line of NYS Route 303, said point being marked by an iron pipe at the southeasterly corner of lands n/f Baldwin (Tax Lot 70.19-1-38), and the northwesterly corner of the lands described herein, and running thence from said point of beginning, the following courses and distances:

1. Along the southerly line of said lands n/f Baldwin, N 89°40'00" E distant 12.50 feet; thence
2. S 0°20'00" E distant 100.00 feet; thence
3. Along the northerly line of lands n/f Jarco Realty Co. (Tax Lot 70.19-1-40), and along the northerly line of lands previously dedicated to the Town of Orangetown by Jarco Realty Co. in L 529 P 873, S 89°40'00" W distant 12.50 feet to an iron pipe in the existing easterly right-of-way line of NYS Route 303; thence
4. Along said existing easterly right-of-way line of NYS Route 303, N 0°20'00" W distant 100.00 feet, back to the point or place of BEGINNING.

This dedication affects lands presently shown on the Town of Orangetown Tax Maps as part of Tax Lot 70.19-1-39.

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of Rockland, ss:

On the day of December in the year 2021, before me, the undersigned, personally appeared CHARLIES COLLISHAW, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
NOTARY PUBLIC

JAMES D. LICATA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 4846023
Qualified in Rockland County
Commission Expires July 31 2025

ACKNOWLEDGEMENT BY SUBSCRIBING WITNESS TAKEN IN NEW YORK STATE

State of New York, County of, ss:


On the day of in the year before me, the undersigned, a Notary Public in and for said State, personally appeared the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in (if the place of residence is in a city, include the street and street number if any, thereof); that he/she/they know(s) to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto.

NOTARY PUBLIC

Quitclaim Deed

33 TWIN AVENUE CORP.
TO
TOWN OF ORANGETOWN

Title No. RANY-44599

DISTRIBUTED BY

JUDICIAL TITLE
T: 800-281-TITLE F: 800-FAX-9396

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of, ss:

On the day of in the year before me, the undersigned, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

ACKNOWLEDGEMENT TAKEN OUTSIDE NEW YORK STATE

State of, County of, ss:

On the day of in the year before me, the undersigned personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual make such appearance before the undersigned in the (add the city or political subdivision and the state or country or other place the acknowledgement was taken).

NOTARY PUBLIC

COUNTY: ROCKLAND
TOWN/CITY: ORANGETOWN
PROPERTY ADDRESS: 527-529 ROUTE 303,
ORANGEBURG, NEW YORK 10962
SECTION: 70.19
BLOCK: 1
LOT: 40

RETURN BY MAIL TO:
JAMES D. LICATA
55 OLD TURNPIKE ROAD, BUILDING 6, SUITE 606
NANUET, NEW YORK 10954
P: 845-357-4242
F: 845-357-4574
E: LICATACONKLIN@GMAIL.COM



C1. SWIS Code _____
C2. Date Deed Recorded _____ / _____ / _____
C3. Book _____ Page _____ C4. Page _____

PROPERTY INFORMATION

1. Property Location: 527-529
*STREET NUMBER: ROUTE 303
*STREET NAME: NONE
ORANGEBURG
*CITY OR TOWN: ORANGEBURG
TOWN OF ORANGEBURG
*LAST NAME/COMPANY: NONE
10962
*ZIP CODE

2. Buyer Name: _____
*LAST NAME/COMPANY: _____
FIRST NAME: _____

3. Tax Billing Address: _____
LAST NAME/COMPANY: _____
FIRST NAME: _____
INDICATE WHERE FUTURE TAX BILLS ARE TO BE SENT IF OTHER THAN BUYER ADDRESS (AT BOTTOM OF FORM): _____

4. Indicate the number of Assessment Roll parcels transferred on the deed: 1 # of Parcels OR Part of a Parcel
5. Deed Property Size: 100 *FRONT FEET X 12 *DEPTH OR 0.00 *ACRES
4A. Planning Board with Subdivision Authority Exists
4B. Subdivision Approval was Required for Transfer
4C. Parcel Approved for Subdivision with Map Provided

6. Seller Name: 33 TWIN AVENUE CORP.
*LAST NAME/COMPANY: _____
FIRST NAME: _____
CITY OR TOWN: _____ STATE: _____ ZIP CODE: _____

*7. Select the description which most accurately describes the use of the property at the time of sale:
D. Non-Residential Vacant Land
Check the boxes below as they apply:
8. Ownership Type is Condominium
9. New Construction on a Vacant Land
10A. Property Located within an Agricultural District
10B. Buyer received a disclosure notice indicating that the property is in an Agricultural District

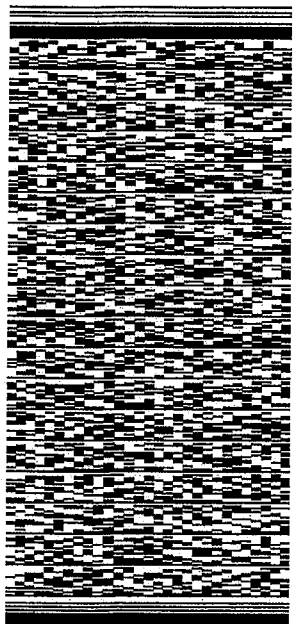
SALE INFORMATION
11. Sale Contract Date: 12/02/2021
*12. Date of Sale/Transfer: _____
*13. Full Sale Price: 0.00
(Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.
14. Indicate the value of personal property included in the sale: _____

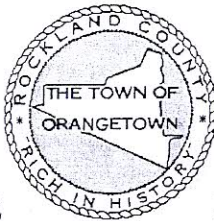
ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill
16. Year of Assessment Roll from which information taken(Y) 21 *17. Total Assessed Value 625,000
*18. Property Class 440 *19. School District Name SOUTH ORANGETOWN
*20. Tax Map Identifier(s)/Roll Identifier(s) (If more than four, attach sheet with additional identifier(s)) _____
Part of 70.19-1-40

CERTIFICATION

I Certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein subject me to the provisions of the penal law relative to the making and filing of false instruments.

SELLER CONTACT INFORMATION
SELLER SIGNATURE: _____ DATE: 12/9/21
BUYER SIGNATURE: _____ DATE: 12/9/21
BUYER CONTACT INFORMATION
(Enter information for the buyer. Note: If buyer is LLC, society, association, corporation, joint stock company, estate or entity that is not an individual agent or fiduciary, then a name and contact information of an individual/responsible party who can answer questions regarding the transfer must be entered. Type or print clearly.)
TOWN OF ORANGEBURG
*LAST NAME: _____ FIRST NAME: _____
(845) _____ 357-4242
*AREA CODE *TELEPHONE NUMBER (EX: 9999999)
26 WEST ORANGEBURG ROAD
*STREET NUMBER *STREET NAME
ORANGEBURG NY 10962
*CITY OR TOWN *STATE *ZIP CODE
BUYER'S ATTORNEY
LICATA JAMES D.
LAST NAME FIRST NAME
(845) _____ 357-4242
*AREA CODE *TELEPHONE NUMBER (EX: 9999999)





TOWN ATTORNEY'S OFFICE

INTER-OFFICE MEMORANDUM

*** ATTORNEY CLIENT PRIVILEGED &/OR CONFIDENTIAL COMMUNICATION
&/OR ATTORNEY WORK PRODUCT ***

DATE: June 9, 2004
TO: Cheryl Coopersmith, Chief Clerk to the Boards
FROM: Louis E. Kayser, Deputy Town Attorney
RE: Fiske Industries (Alco) Resubdivision
E/S of NYS Route 303
Orangetown Tax Map Designation
Section 70.19, Block 1, Lots 39 & 40

FEK 6/9/04

I have reviewed and approved, from a legal standpoint, the following documentation in connection with the above-referenced Project:

1. Deed conveying to the Town of Orangetown a "12.5 foot wide strip of land within the easterly right-of-way line of NYS Route 303 abutting the subject premises"; and
2. Declaration and Covenant dated as of May 26, 2004, executed in recordable form, by Jarco Realty Co., a New York General Partnership, whereby, as and when it becomes necessary, a non-exclusive easement for ingress and egress over and across Jarco's property (Tax Lots 70.19-1-39 & 40) will be granted to, and for the benefit of, the owners of Tax Lots 70.19-1-38 and 70.19-1-41, respectively.

In line with the foregoing, attached is a copy of my June 8, 2004 letter to Mr. Jeff Cohan, General Partner of Jarco Realty Co. pertaining to the recordation of the Declaration and Covenant in the Rockland County Clerk's Office contemporaneously with the filing of the Final Approved Subdivision Map which I have been told will be done by Jay Greenwell. Based on the foregoing assurance, I herewith deliver to you a duplicate original of the Declaration and Covenant executed and in recordable form which should be given to Mr. Greenwell when he picks up the Final Approved Subdivision Plan for this property as that term is defined in the second WHEREAS clause of the Declaration and Covenant. Please note that the last revision date thereof is May 10, 2004 which Mr. Greenwell has assured me is the last revision date on the Map you have to be signed. Also attached is a reproduced copy of the said Declaration and Covenant for you to keep in your file pending our receiving a copy thereof with the recording information following its recordation in the Rockland County Clerk's Office as set forth in my June 8th letter to Mr. Cohan. Since receipt of the latter recorded copy may take some time, you

should suggest to Mr. Greenwell, that when he returns a copy of the Filed Subdivision Map, i.e., the Final Approved Subdivision Plan, that he also furnish us with a reproduced copy of the receipt from the Rockland County Clerk's Office accepting said Declaration and Covenant for recordation.

On the presumption that the last remaining items needed to be fulfilled are covered by this Memorandum, it should be in order for you to "sign off" on the Final Approved Subdivision Plan for the Fiske Industries (Alco) Resubdivision.

Naturally, if anything further is required of this Office, please do not hesitate to let me know upon your receipt of this Memorandum

LEK:bjd

encs.

cc: John Giardiello, P. E., Director, OBZPAE (w/o encs.)
Robert V. Magrino, Deputy Town Attorney (w/o encs.)

***** ATTORNEY CLIENT PRIVILEGED &/OR CONFIDENTIAL COMMUNICATION
&/OR ATTORNEY WORK PRODUCT *****

OFFICE OF THE TOWN ATTORNEY
TOWN OF ORANGETOWN
TOWN HALL
ORANGEBURG, NEW YORK 10962



TERESA M. KENNY
TOWN ATTORNEY

JOHN S. EDWARDS
FIRST DEPUTY TOWN ATTORNEY

June 8, 2004

TELEPHONE
(845) 359-5100

FAX
(845) 359-2715

BY HAND ONLY

Mr. Jeff Cohan
Jarco Realty Co.
95 Dutch Hill Road
Orangeburg, NY 10962

RE: *Fiske Industries (Alco) Resubdivision*
Tax Lots 70.19-1-38 and -41

Dear Mr. Cohan:

Attached hereto are three originals of the Declaration and Covenant with regard to the above-referenced Resubdivision. Kindly sign all three documents.

As a condition of approval and authorizing the signing of the Final Approved Subdivision Map, the undersigned acknowledges and agrees to undertake the filing of the Map and Declaration and Covenant in the Rockland County Clerk's Office, at your expense. Upon receipt by you from the Clerk's Office of the recorded document, kindly forward a copy of same to this Office for filing.

Thank you for your cooperation.

Very truly yours,

Louis E. Kayser
Deputy Town Attorney

bjd
encs.

cc: Cheryl Coopersmith, Chief Clerk to the Boards

AGREED AND ACCEPTED THIS 8TH DAY OF JUNE, 2004:

Jeff Cohan, Partner, Jarco Realty Co.

DECLARATION AND COVENANT**(FISKE INDUSTRIES [ALCO] RESUBDIVISION)**

This DECLARATION AND COVENANT made as of this 26th day of May, 2004 by JARCO REALTY CO., a New York General Partnership, with offices at 95 Dutch Hill Road, Orangeburg, New York 10962, hereinafter called the "Grantor".

RECITALS:

WHEREAS, the Grantor represents it owns certain premises in the Town of Orangetown, County of Rockland, State of New York which said premises are more particularly depicted, shown or described in "The Final Approved Subdivision Plan", as that term is hereinafter defined and which said premises are hereinafter called "the Grantor's Premises"; and

WHEREAS, the Grantor has obtained Final Subdivision Plan Approval, Subject to Conditions, from the Planning Board, Town of Orangetown for building expansion; all as more fully shown on that certain Subdivision Plat entitled "Resubdivision for Fiske Industries (Alco), Town of Orangetown, Rockland County, State of New York", prepared by Jay A. Greenwell, PLS, dated July 12, 2002 and last revised May 10, 2004 which said Subdivision Plat is about to be filed in the Rockland County Clerk's Office (hereinafter called "the Final Approved Subdivision Plan"); and

WHEREAS, the Grantor has agreed for proper planning purposes, and as a condition precedent to the giving of said final plan approval to the Final Approved Subdivision Plan to grant an easement for ingress from, and egress to, N.Y. State Route 303, over that portion of the Grantor's Premises, as is more fully described in Schedule "A" annexed hereto and forming a part hereof, to the property owners immediately adjacent to the North and South of the Grantor's Premises, for the aforesaid purposes, and on the terms and conditions hereinbelow set forth,

WITNESSETH:

NOW, THEREFORE, in consideration of the foregoing Recitals and other valuable consideration received by the Grantor, and intending to be legally bound, the Grantor, for itself and on behalf of all future owners of the Grantor's Premises and/or the respective successors and/or assigns of the foregoing, does hereby declare, covenant and agree as follows:

1. The Grantor agrees to grant a non-exclusive easement in recordable form, to and for the benefit of the owners of the parcels immediately adjacent to the North and South of the Grantor's Premises (respectively shown and designated on the Tax Map of the Town of Orangetown as Tax Lot 70.19-1-38 and Tax Lot 70.19-1-41) over and across that portion of the Grantor's Premises so described in Schedule "A" annexed hereto (hereinafter called "the Easement Area"), for ingress from, and egress to, N.Y. State Route 303 purposes, as, if, and when required by the Town of Orangetown, or if needed or required for the benefit of and/or in connection with the development and/or improvement of said Tax Lots 70.19-1-38 and/or

70.191-41, provided such non-exclusive easement shall not materially interfere with the Grantor's use of the Grantor's Premises as shown or depicted on the Final Approved Plan.

2. This Declaration and Covenant is expressly subject to, and conditioned upon, the aforesaid benefiting parcels (Tax Lots 70.19-1-38 and 70.19-1-41) having once received a non-exclusive easement over and across the Easement Area, as contemplated hereunder and hereby, of each recipient's granting a similar non-exclusive mutual reciprocal easement to the Grantor, in recordable form, for the benefit of the Grantor's Premises over and across a portion of their respective Tax Lots 70.19-1-38 and/or 70.19-1-41; said Grant of Easement in favor of the Grantor to be on the same terms and conditions, given for the same purposes and with the same proviso as prescribed in the foregoing Paragraph 1 hereof.

3. This Declaration and Covenant and the agreements contained herein shall be deemed to run with the land and, to the extent applicable, be binding upon, inure to the benefit of, and be enforced by the Grantor, its successors and/or assigns as well as all future owners of the Grantor's Premises and/or the present and all future owners of Tax Lots 70.19-1-38 and 70.19-1-41 (collectively, "the Beneficiaries"), and/or the Town of Orangetown (the "Town"), as the case may be, and may not be amended or revoked without the mutual consent of respectively, the Grantor, the Beneficiaries and the Town and the respective successors and/or assigns of the foregoing.

IN WITNESS WHEREOF, the Grantor has caused this Declaration and Covenant to be executed by its duly authorized representative as of the day and year first above written.

JARCO REALTY CO.

By: _____
Jeffrey L. Cohan, Partner

STATE OF NEW YORK)
 :ss.:
COUNTY OF ROCKLAND)

On the ____ day of June in the year 2004, before me, the undersigned, personally appeared JEFFREY L. COHAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE "A"
(Fiske Industries [Alco] Resubdivision)

**Proposed Non-Exclusive Easement for Ingress and Egress
Over and Across Tax Lots 70.19-1-39 and 40
For the Benefit of Tax Lots 70.19-1-38 and 70.19-1-41, Respectively**

ALL that certain plot, piece, or parcel of land lying, situate and being in the Town of Orangetown, County of Rockland, and State of New York shown or depicted on that certain Subdivision Plat entitled, "Resubdivision for Fiske Industries (Alco), Town of Orangetown, Rockland County, State of New York", made by Jay A. Greenwell, PLS, dated July 12, 2002, last revised May 10, 2004, and about to be filed in the Rockland County Clerk's Office, and being more particularly bounded and described as follows:

BEGINNING at a point on the northerly line of lands n/f Dickmeyer and Eshghi (Tax Lot 70.19-1-41), said point being distant 55.00 feet easterly from a railroad spike marking the northwesterly corner of said lands, as measured on a course of N 89°40'00" E, and running thence from said point of beginning, the following courses and distances:

1. N 0°20'00" W distant 98.00 feet; thence
2. S 89°40'00" W distant 42.50 feet; thence
3. Along the easterly right-of-way line of NYS Route 303, N 0°20'00" W distant 30.00 feet; thence
4. N 89°40'00" E distant 42.50 feet; thence
5. N 0°20'00" E distant 122.00 feet; thence
6. Along the southerly line of lands n/f Baldwin (Tax Lot 70.19-1-38), N 89°40'00" E distant 30.00 feet; thence
7. S 0°20'00" E distant 250.00 feet, to a point on the northerly line of lands n/f Dickmeyer and Eshghi (Tax Lot 70.19-1-41); thence
8. S 89°40'00" W distant 30.00 feet, back to the point or place of **BEGINNING**.

This Easement affects the lands shown on the Town of Orangetown Tax Maps as part of Tax Lots 70.19-1-39 and -40.

Note: The above described Easement is intended to replace the Easement previously granted for the benefit of Tax Lots 70.19-1-39 and 70.19-1-41 in Liber 529, Page 868.

85 Lafayette Ave.
Suffern, NY 10901
(845) 357-0830
fax 357-0756
e-mail: GreenwellPLS@aol.com

Jay A. Greenwell, PLS, LLC
Land Surveying * Land Planning

TRANSMITTAL

To: Office of the Town Attorney **Attn:** Lou Kayser, Esq.
Date: 5/26/2004 **From:** Jay A. Greenwell, PLS
Re: Fiske (Alco), #2205 **CC:** Jeff Cohan

Urgent **For Review** **Please Comment** **Per Your Request** **FYI**

By Mail **Via Fax** 357-2715 **Overnight Mail** **Hand Delivery**

Lou:

Faxed herewith are the revised descriptions, per your mark-up.

Should you have any questions, please give this office a call.

Sincerely,


Jay A. Greenwell, PLS

Schedule "A"

[Fiske Industries (Alco) Resubdivision]

Proposed Non-Exclusive Easement for Ingress and Egress Over and Across Tax Lots 70.19-1-39 & 40 for the Benefit of Tax Lots 70.19-1-38 and 70.19-1-41, Respectively

All that certain plot, piece, or parcel of land lying situate and being in the Town of Orangetown, County of Rockland, and State of New York, shown or depicted on that certain Subdivision Plot entitled "Resubdivision for Fiske Industries (Alco), Town of Orangetown, Rockland County, State of New York," made by Jay A. Greenwell, PLS, dated July 12, 2002, last revised May 10, 2004, and about to be filed in the Rockland Country Clerk's office, and being more particularly bounded and described as follows:

BEGINNING at a point on the northerly line of lands n/f Dickmeyer and Eshghi (Tax Lot 70.19-1-41), said point being distant 55.00 feet easterly from a railroad spike marking the northwesterly corner of said lands, as measured on a course of N 89°40'00" E, and running thence from said point of beginning, the following courses and distances:

1. N 0°20'00" W distant 98.00 feet; thence
2. S 89°40'00" W distant 42.50 feet; thence
3. Along the easterly right-of-way line of NYS Route 303, N 0°20'00" W distant 30.00 feet; thence
4. N 89°40'00" E distant 42.50 feet; thence
5. N 0°20'00" E distant 122.00 feet; thence
6. Along the southerly line of lands n/f Baldwin (Tax Lot 70.19-1-38), N 89°40'00" E distant 30.00 feet; thence
7. S 0°20'00" E distant 250.00 feet to a point on said northerly line of lands n/f Dickmeyer and Eshghi ; thence
8. S 89°40'00" W distant 30.00 feet, back to the point or place of BEGINNING.

This Easement affects lands presently shown on the Town of Orangetown Tax Maps as part of Tax Lot 70.19-1-39 and -40.

Note: The above described Easement is intended to replace the Easement previously granted for the benefit of Tax Lots 70.19-1-39 and 70.19-1-41 in Liber 529 Page 868.

Schedule "A"

[Fiske Industries (Alco) Resubdivision]

Proposed Road Widening

To be Gratuitously Dedicated to the Town of Orangetown

All that certain plot, piece, or parcel of land lying, situate and being in the Town of Orangetown, County of Rockland, and State of New York, shown or depicted on that certain Subdivision Plot entitled "Resubdivision for Fiske Industries (Alco), Town of Orangetown, Rockland Country, State of New York," made by Jay A. Greenwell, PLS, dated July 12, 2002, last revised May 10, 2004, and about to be filed in the Rockland County Clerk's office, and being more particularly bounded and described as follows:

BEGINNING at a point on the existing easterly right-of-way line of NYS Route 303, said point being marked by an iron pipe at the southeasterly corner of lands n/f Baldwin (Tax Lot 70.19-1-38), and the northwesterly corner of the lands described herein, and running thence from said point of beginning, the following courses and distances:

1. Along the southerly line of said lands n/f Baldwin, N 89°40'00" E distant 12.50 feet; thence
2. S 0°20'00" E distant 100.00 feet; thence
3. Along the northerly line of lands n/f Jarco Realty Co. (Tax Lot 70.19-1-40), and along the northerly line of lands previously dedicated to the Town of Orangetown by Jarco Realty Co. in L 529 P 873, S 89°40'00" W distant 12.50 feet to an iron pipe in the existing easterly right-of-way line of NYS Route 303; thence
4. Along said existing easterly right-of-way line of NYS Route 303, N 0°20'00" W distant 100.00 feet, back to the point or place of BEGINNING.

This dedication affects lands presently shown on the Town of Orangetown Tax Maps as part of Tax Lot 70.19-1-39.

85 Lafayette Ave.
Suffern, NY 10901
(845) 357-0830
fax 357-0756
e-mail: GreenwellPLS@aol.com

Jay A. Greenwell, PLS, LLC
Land Surveying * Land Planning

TRANSMITTAL

To: Orangetown Town Attorney **Attn:** Lou Kayser, Esq.
Date: 5/26/2004 **From:** Jay A. Greenwell, PLS
Re: Fiske Industries (ALCO), #2205 **CC:** Jeff Cohan

Urgent **For Review** **Please Comment** **Per Your Request** **FYI**

By Mail **Via Fax** 359-2715 **Overnight Mail** **Hand Delivery**

Dear Lou:

Faxed herewith per your request is a revised description for the proposed cross easement for ingress and egress, together with a description for the northerly road widening. Note that the road widening for southerly portion was granted previously.

Should you have any questions, please give this office a call.

Sincerely,


Jay A. Greenwell, PLS

Schedule "A"

Proposed Easement for Ingress and Egress

To Tax Lots 70.19-1-38 and 70.19-1-41

All that certain plot, piece, or parcel of land lying situate and being in the Town of Orangetown, County of Rockland, and State of New York, being more particularly bounded and described as follows:

BEGINNING at a point on the northerly line of lands n/f Dickmeyer and Eshghi (Tax Lot 70.19-1-41), said point being distant 55.00 feet easterly from a railroad spike marking the northwesterly corner of said lands, as measured on a course of N 89°40'00" E, and running thence:

1. N 0°20'00" W distant 98.00 feet; thence
2. S 89°40'00" W distant 42.50 feet; thence
3. Along the easterly right-of-way line of NYS Route 303, N 0°20'00" W distant 30.00 feet; thence
4. N 89°40'00" E distant 42.50 feet; thence
5. N 0°20'00" E distant 122.00 feet; thence
6. Along the southerly line of Tax Lot 70.19-1-38, N 89°40'00" E distant 30.00 feet; thence
7. S 0°20'00" E distant 250.00 feet to a point on said northerly line of lands n/f Dickmeyer and Eshghi ; thence
8. S 89°40'00" W distant 30.00 feet, back to the point or place of BEGINNING.

This easement affects lands shown on the Town of Orangetown Tax Maps as part of Tax Lot 70.19-1-39 and -40.

The above described easement is intended to replace the easement granted to Tax Lots 70.19-1-39 and 70.19-1-41 in Liber 529 Page 868.

Schedule "A"

Proposed Road Widening

To be Gratuitously Dedicated to the Town of Orangetown

All that certain plot, piece, or parcel of land lying situate and being in the Town of Orangetown, County of Rockland, and State of New York, being more particularly bounded and described as follows:

BEGINNING at a point on the easterly right-of-way line of NYS Route 303, said point being marked by an iron pipe at the southeast corner of lands n/f Baldwin (Tax Lot 70.19-1-38), and the northwesterly corner of the lands described herein, and running thence:

1. Along the southerly line of said lands n/f Baldwin, N 89°40'00" E distant 12.50 feet; thence
2. S 0°20'00" E distant 100.00 feet; thence
3. Along the northerly line of Tax Lot 70.19-1-40, and along the northerly line of lands previously dedicated to the Town of Orangetown by Jarco Realty Co. in L 529 P 873, S 89°40'00" W distant 12.50 feet to an iron pipe; thence
4. Along said easterly right-of-way line of NYS Route 303, N 0°20'00" W distant 100.00 feet, back to the point or place of **BEGINNING**.

This dedication affects lands shown on the Town of Orangetown Tax Maps as part of Tax Lot 70.19-1-39.

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

PERMIT # 21-SP-054

EVENT NAME: TFD Holiday Drive - Thru Event

APPLICANT NAME: Mike Holihan

ADDRESS: 300 Western Highway Tappan

PHONE #: 914 346 7762 CELL # _____ FAX # _____

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

The above event will be held on 12/18/21 from 4:30pm to 7:30pm RAIN DATE: _____

Location of event: 300 Western Highway Tappan

Sponsored by: Tappan Volunteer Fire Association Telephone #: _____

Address: 123 Washington St. Tappan

Estimated # of persons participating in event: 500 vehicles _____

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

Volunteer Fire Association of Tappan, 123 Washington St, Tappan, NY 10983

Signature of Applicant: [Signature] Date: 12/1/2021

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Letter of Request to Town Board requesting aid for event - Received On: 12/1/21

Certificate of Insurance - Received On: 12/2/21

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit: use Y/N - Received On: 12/2/21

Rockland County Highway Dept. Permit: Y/N - Received On: X notified RCTD nothing req'd

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

Route/Map/Parking Plan Y/N - Received On: 12/2/21

RFS #: 51849 BARRICADES Y/N CONES Y/N TRASH BARRELS Y/N OTHER: Message Board

APPROVED: [Signature] 12-2-21 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: 12/9/21
Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

Police Detail: Y/N: _____ Items: _____

APPROVED: [Signature] DATE: 12/13/2021
Chief of Police

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

Workshop Agenda Date: 12/14/21 Approved On: _____ TBR #: _____

RECEIVED

DEC - 2 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

DEC - 2 2021

ROAD USE PERMIT APPLICATION
Section 139 Highway Law

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

NAME Michael Holihan DATE 12/1/2021

COMPANY Volunteer Fire Association of Tappan

ADDRESS 123 Washington Street, Tappan, NY 10983

TELEPHONE 914-346-7762

(INCLUDE 24 HOUR EMERGENCY NUMBERS)

ABOVE MENTIONED PARTY REQUESTS PERMISSION TO USE:

Independence Avenue
(Address number and name of road)

Western Highway to Lester
(Intersecting streets and/or description of exact location)

REASON FOR USE Drive-thru line up

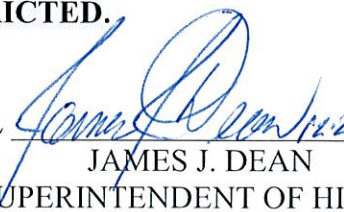
DATE OF USE 12/18/2021 RAIN DATE 12/19/2021

TIME ROAD WILL BE USED 1530 to 2030

WILL ROAD BE OPEN TO LOCAL TRAFFIC? Yes

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 12/2/21
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

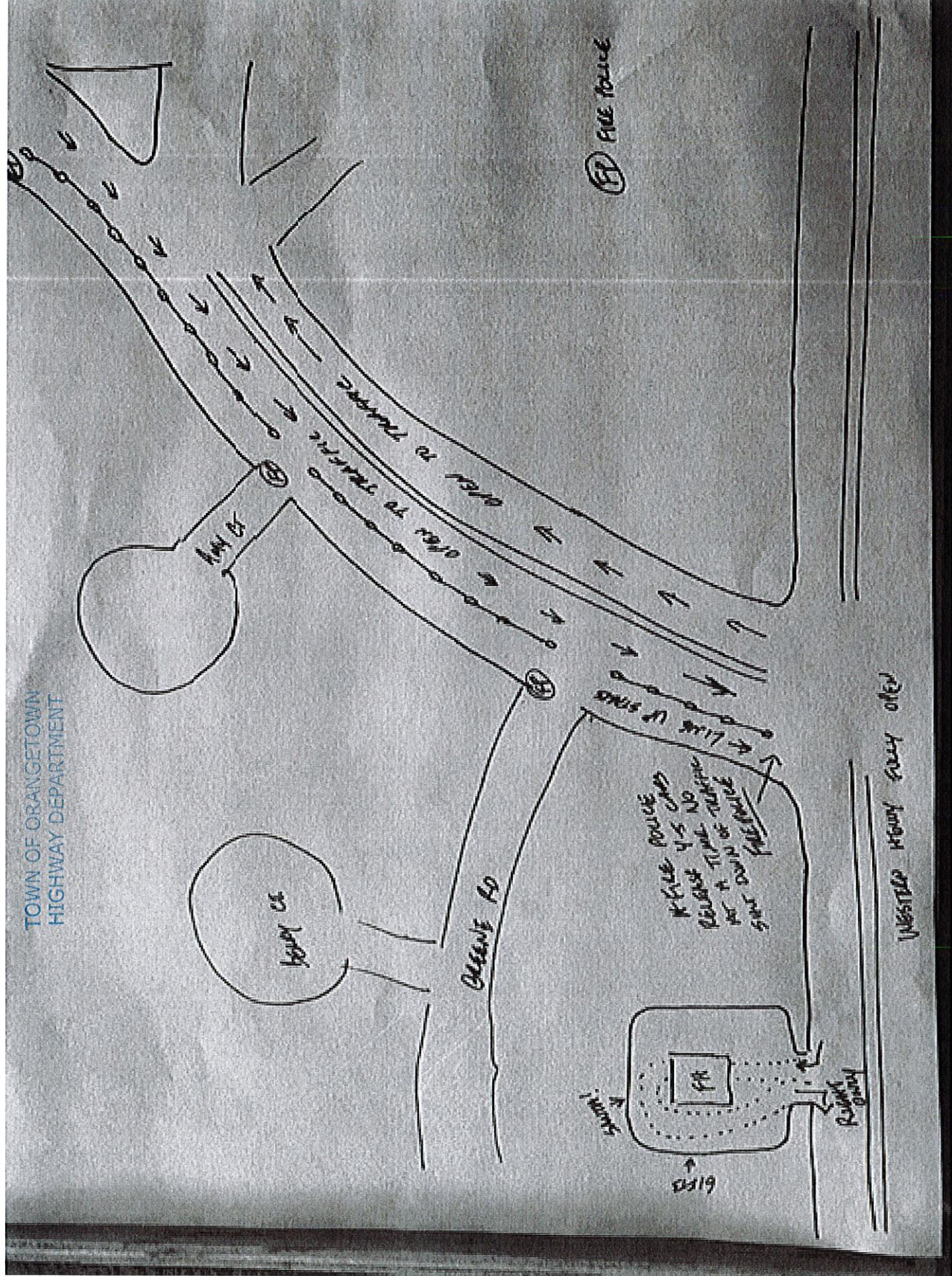


CLEAN STREETS = CLEAN STREAMS

RECEIVED

DEC - 2 2021

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/01/2021

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 Hubbinette Cowell Associates Inc. 1003 Park Blvd, Ste 3 Massapequa Park, NY 11762	RECEIVED	CONTACT NAME: Rosanne Capuano
		PHONE (A/C, No, Ext): (516)795-1330 FAX (A/C, No): (516)795-5101
		E-MAIL ADDRESS: rosanne@hubbinette-cowell.com
		INSURER(S) AFFORDING COVERAGE
		INSURER A: National Union Fire Ins. Co. of Pittsburgh, PA NAIC # 19445
		INSURER B: National Union Fire Inc. Co. of Pittsburgh, PA NAIC # 19445
		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:

INSURED
Tappan Fire District
PO Box 525
Tappan, NY 10983

DEC - 2 2021
TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

COVERAGES CERTIFICATE NUMBER: 00001114-164839 REVISION NUMBER: 9

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.

NSR TR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	VFNU-TR-0014556	06/15/2021	06/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	VFNU-TR-0014556	06/15/2021	06/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	VFNU-TR-0014556	06/15/2021	06/15/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 6,000,000
	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			PER STATUTE 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)
PROOF OF INSURANCE FOR USE OF TRAILER FOR HOLIDAY CELEBRATION ON DECEMBER 18, 2021. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS PER FORM #VGL101.

CERTIFICATE HOLDER TOWN OF ORANGETOWN 26 ORANGEBURG ROAD ORANGEBURG, NY	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 (RMC)

RECEIVED

DEC - 2 2021

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

December 1, 2021

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

To The Town Board,

The Volunteer Fire Association of Tappan is requesting the use of the below items from the Highway Department for a Holiday Celebration Drive-Thru on Saturday, December 18th: Last year this event was a great success with over 250 cars coming through with over 500 kids receiving a gift. As this is a free event for the Town, we appreciate any fee waivers and support you may be able to provide..

Message Board - Located at 300 Western Highway, Tappan, NY 10983

Message Board - Located at 123 Washington Street, Tappan, NY 10983

Showmobile Trailer – Located at 300 Western Highway, Tappan, NY 10983 (if necessary)

Barricades - Barrel and board barricades lined on south side of Independence Avenue from Camp Shanks Memorial Park to Western Highway

Cones – One hundred (100) cones that can be used to provide a clear drive through path at our western highway firehouse.

Trash Cans – 12 Trash cans to line the line-up area to keep the area clean.

The Volunteer Fire Association of Tappan will submit the appropriate permits to the Highway Department in addition to this request. Please find attached flyer that can be posted to your website to encourage South Orangetown residents to attend. If you have any questions, feel free to contact me.

Thank you,



Michael Holihan
Holiday Event Chairman
Ex-Chief of Department
Volunteer Fire Association of Tappan
mholihan@tappanfire.com
914-346-7762

RECEIVED

DEC - 2 2021

TOWN OF ORANGETOWN

**COME JOIN THE VOLUNTEER FIRE ASSOCIATION OF TAPPAN
FOR A DRIVE-THRU HOLIDAY CELEBRATION!**

WHEN: SATURDAY, DECEMBER 18TH FROM 4:30 PM TO 7:30 PM
WHERE: THE TAPPAN FIREHOUSE AT 300 WESTERN HIGHWAY



FIRST 500 KIDS RECEIVE A GIFT FROM SANTA!

OMSC
 Ficed Addition to be Donated
 Fiscal Years 2019 2020

Flagpoles	\$ 4,772.00
Refrigerator and Kitchen Pre table w Fridge	\$ 7,230.00
Chain Link Fence	\$ 4,250.00
Lighting around clubhouse	\$ 10,000.00
Lighting around clubhouse	\$ 2,495.00
Lighting Parts/Services	\$ 6,200.00
Clubhouse repairs / Kitchen	\$ 12,542.00
Clubhouse repairs / Kitchen	\$ 5,227.00
Clubhouse repairs / Kitchen	\$ 5,070.00
Clubhouse repairs / Kitchen	\$ 3,138.00
Architectoral services (club store)	\$ 4,000.00
	\$ 10,743.00
Install pavers back and side of building	\$ 3,100.00
Fiscal 2019 Total	\$ 78,767.00

Field light upgrades / replacements	\$ 4,842.00
Replace Barn Door, Upgrade lights in clubhoiuse to LED	\$ 14,958.00
Upgrade public bathrooms at field level	\$ 9,480.00
Upgrade bathroom faucets / window blinds	\$ 381.00
Fiscal 2020 Total	\$ 29,661.00

BID OPENING TIME

11:00AM

DATE

November 30, 2021

**CONTRACTOR
NAME
&
ADDRESS**

*D+E Uniform
Closter, NJ*

DATE RECEIVED

11/29/21

TIME RECEIVED

11:40A

**NON COLLUSION
STATEMENT**

✓

**BID BOND or
CERTIFIED CHECK**

N/A

Item #1 - Caps, Regular Members

Amount \$ *48.00* \$ \$ \$ \$

Item #2 - Caps, Auxiliary Members

Amount \$ *40.00* \$ \$ \$ \$

Item #3 - Winter Shirt, Regular Members Blauer BDU (Poly/Cotton)

Amount \$ *53.00* \$ \$ \$ \$

Item #4 - Winter Shirt, Regular Members Blauer (Poly/Rayon)

Amount \$ *54.00* \$ \$ \$ \$

Item #5 - Summer Shirt, Regular Members Blauer BDU (Poly/Cotton)

Amount \$ *47.00* \$ \$ \$ \$

Item #6 - Summer Shirt, Regular Members Blauer (Poly/Rayon)

Amount \$ *44.00* \$ \$ \$ \$

Item #7 - Summer Shirt, Auxiliary Members (Polyester/Rayon)

Amount \$ *47.00* \$ \$ \$ \$

Item #8 - Winter Shirt, Auxiliary Members (Polyester/Rayon)

Amount \$ *54.00* \$ \$ \$ \$

Item #9 - Winter Shirt, Elbeco 100% Polyester 314N

Amount \$ *48.00* \$ \$ \$ \$

Item #10 - Winter Shirt, Elbeco 100% Polyester Z314N (zipper)

Amount \$ *50.00* \$ \$ \$ \$

Item #11 - Summer Shirt Elbeco 100% Polyester 3314

Amount \$ *42.00* \$ \$ \$ \$

Item #12 - Summer Shirt, Elbeco 100% Polyester Z3314 (zipper)

Amount \$ *44.00* \$ \$ \$ \$

Item #13 - Winter Polyester Ripstop Blauer Super Shirt 8670

Amount \$ *56.00* \$ \$ \$ \$

Item #14 - Winter Polyester Ripstop Blauer Super Shirt 8670 (W)

Amount \$ *56.00* \$ \$ \$ \$

Item #15 - Summer Polyester Ripstop Blauer Super Shirt 8675

Amount \$ *54.00* \$ \$ \$ \$

Item #16 - Summer Polyester Ripstop Blauer Super Shirt 8675 (W)

Amount \$ *54.00* \$ \$ \$ \$

Item #17 - Summer/Winter Trousers, Regular Members (4 pocket)

Amount \$ *72.00* \$ \$ \$ \$

Item #18 - Summer/Winter Trousers, Regular Members (side Pocket)

Amount \$ *72.00* \$ \$ \$ \$

BID OPENING TIME

11:00AM

DATE

November 30, 2021

CONTRACTOR NAME & ADDRESS

D+E Uniforms
Claster, NJ

DATE RECEIVED

TIME RECEIVED

NON COLLUSION STATEMENT

BID BOND or CERTIFIED CHECK

Item #19 - Summer/Winter Trousers, Auxiliary (4 pocket)

Amount \$ 72.00 \$ \$ \$ \$

Item #20 - Dress Blouse, Regular Members: DC13800

Amount \$ 295.00 \$ \$ \$ \$

Item #21 - Snap-on Ties, All Members

Amount \$ 6.00 \$ \$ \$ \$

Item #22 - Multi-Purpose Cruiser with Gore-Tex Fabric (Blauer GTX 9910Z) REFLECTIVE PACKAGE

Amount \$ 295.00 \$ \$ \$ \$

Item #23 - Blauer Commando Sweater #225 V Neck Dark Navy

Amount \$ 100.00 \$ \$ \$ \$

Item #24 - Turtleneck and Mock Turtle Neck with OPD embroidered on Collar (Dark Navy) - 10 - 10.5 oz cotton/spandex

Amount \$ 36.00 \$ \$ \$ \$

Item #25 - Turtle Neck Dickie and Mock Turtle Neck Dickie with OPD embroidered on Collar (Dark Navy) - 6.5 oz. cotton/spandex

Amount \$ 22.00 \$ \$ \$ \$

Item #26 - Bates Shoes - Model 83 Lite DISCONTINUED

Amount \$ 140.00 \$ \$ \$ \$

Item #27 - Add charge for visor on Chief hat

Amount \$ 45.00 \$ \$ \$ \$

Item #28 - Rain jacket-Blauer 733 - Black/yellow

Amount \$ 149.00 \$ \$ \$ \$

Item #29 - Reversible Hat Cover, Blauer #107

Amount \$ 13.00 \$ \$ \$ \$

Item #30 - Sweater Blauer #225

Amount \$ 100.00 \$ \$ \$ \$

Item #31 - Boot 5.11 ATAC Storm 8" #12392 (M) #12406 (W)

Amount \$ 150.00 \$ \$ \$ \$

Item #32 - Boot 5.11 ATAC 6" - #12401 (M) #12404 (W)

Amount \$ 100.00 \$ \$ \$ \$

Public Notices

public notices/legals email: legals@lohud.com
or call: 888.300.7653

Legal Notices

Public Notice

RFI-RC-2020-002-A 2021
2022 Application for Consumer Directed Personal Assistance Program (CDPAP) Services

The Rockland County Department of Social Services (DSS) is accepting new applications from public, not-for-profit, or proprietary agencies wishing to provide Consumer Directed Personal Assistance Program Services and incidental household tasks to recipients of Medical Assistance in Rockland County for the period January 1, 2022 - December 31, 2025. An applicant may be an individual, a licensed home care services agency, a certified home health agency or any other entity that is legally qualified under New York State law to enter into a contractual relationship with a social services district to provide Consumer Directed Personal Assistance Program Services. DSS is the lead agency on this type of procurement. In accordance with Rockland County Procurement Policy 140-3.3 contracting for professional services with pre-determined rates, this procurement is exempt from the competitive bidding process. Those wishing to apply should send a request for information by November 29, 2021 at 12pm to: melissa.chappell@dss.state.ny.us

The application may also be downloaded from the Empire State Purchasing System at: www.empirestatebidsystem.com

Telephone inquiries will not be accepted. You will be mailed or emailed an application to complete which will be due by December 2, 2021 no later than 3pm. Completed applications may be mailed or emailed to the address below.

Rockland County Department of Social Services
Melissa Chappell, OAP Unit
Melissa.chappell@dss.state.ny.us
50 Sanatorium Rd., Building C
Pomona, NY 10970

4995100

VILLAGE OF UPPER NYACK PLANNING BOARD NOTICE OF PUBLIC HEARING

Notice is hereby given that a Public Hearing will be held on Wednesday, November 17, 2021, 7:30pm, before the Upper Nyack Planning Board, to take such action as may come before said Board:

1.Kristi and Paul Bouzakis, 600 Palmer Drive, County Map No. 60.09-01-04. Application for semi-ground pool and fence on property improved with an existing single-family residence located in the Residence R3 District.

Due to the COVID-19 pandemic, the Planning Board Meeting will not be meeting in person. In accordance with Chapter 417 of the Laws of 2021 signed by the New York State Governor Kathy Hochul suspending certain provisions of the New York State Open Meetings Law, the meeting will be held via videoconferencing and a transcript will be provided at a later date. The public will have the opportunity to see and hear the meeting live and provide comments.

To access the meeting: Please visit website for ID# and Password. A meeting agenda, plans, application materials, and other information will be posted on the Village's website -- <https://www.uppernyack-ny.us/> -- in advance of the meeting.

A meeting agenda, plans, application materials, and other information will be posted on the Village's website -- <https://www.uppernyack-ny.us/> -- in advance of the meeting.

Copies of the applications are available for public inspection in Village Hall during regular business hours, 9am-12noon.

Comments and questions can also be provided via email before the meeting to Janet Guerra, Board Secretary, at boardsecretary@uppernyack-ny.us.

Dated: November 10, 2021

William Pfaff, Chairman Planning Board

4981943

NOTICE OF PUBLIC HEARING(S) AND/OR MEETING OF THE VILLAGE OF SPRING VALLEY ZONING BOARD OF APPEALS

PLEASE TAKE NOTICE that the Zoning Board of Appeals ("ZBA") of the Village of Spring Valley ("Village") will hold a meeting on November 17th, 2021 beginning at 7:00 PM. Due to the National and State emergencies because of the novel coronavirus (COVID-19) pandemic, and Governor Cuomo's Executive Orders relating to same, **this meeting will not be held at Village Hall - it will be conducted via live remote video conference, and no persons will be gathering, in-person, for this meeting.** The agenda for this ZBA meeting is set forth on the next page.

During this live remote video conference meeting (hereinafter "meeting"), the ZBA will hear all presentations by applicants and/or their representatives whose projects are scheduled on the agenda for this meeting; and the ZBA may also hear from Village staff and Village consultants. If an application is scheduled for a Public Hearing, the ZBA will also hear questions, comments or objections from all other persons, including the general public; and all persons, including the general public, may watch and listen to the meeting. **To watch and listen to the meeting; or to participate in the meeting as a ZBA member, an applicant (or representative of an applicant), or Village staff or Village consultant; or to ask questions, comment or object as a member of the general public if an application is scheduled for a Public Hearing; you must login to the meeting, as per the "Instructions to Enter the Meeting" set forth below.**

The meeting will be available as a live broadcast at the Village's Facebook page at <https://www.facebook.com/VillageSpringValley>. The live broadcast of the proceedings will be recorded and will be posted to the Village's Facebook page (at the same address) after the meeting ends. Typed verbatim minutes of the entire meeting will be transcribed, and will be made available upon request, to all persons, at a later date.

INSTRUCTIONS TO ENTER THE MEETING:

For Link to meeting please go to Village of Spring Valley's Facebook Page <https://www.facebook.com/VillageSpringValley>

BEFORE THE MEETING:

Approximately five minutes before the start of the meeting, login from a computer, tablet, or smartphone with internet access - you will then be placed on hold until the meeting starts.

QUESTIONS, COMMENTS OR OBJECTIONS DURING THE PUBLIC HEARING

— ONLY IF AN APPLICATION IS SCHEDULED FOR A PUBLIC HEARING:

During the Public Hearing (if an application is scheduled for a Public Hearing), questions may be asked, and comments or objections may be made, from the general public after being called upon by the Chairman or Vice Chairman, by speaking through the ZOOM internet platform of the live remote video conference of the meeting - **all questions, comments or objections from the general public are restricted to a maximum time limit of three minutes.** Questions, comments or objections from the general public may also be emailed, by 12:00 noon the day of the meeting, to Ms. Janay Jordan, the clerk/secretary of the ZBA and PB, at Jordan@VillageSpringValley.org, or you may mail your questions, comments or objections to Ms. Jordan, at Village Hall, in sufficient time in advance of the meeting to ensure its delivery prior to the meeting.
18 Collins Ave

The subject property is located on the east side of Collins Ave, 100 feet north of Church St in R-2 zone. The property is designated on the Town of Ramapo Tax Map as section 57.38 block 1 lot 74. The applicant is seeking variances for a proposed addition to a single-family dwelling. The requested variances are as follows: Side yard: 15 ft required, .91 ft provided; Rear Yard: 20 ft required, 15.9 ft provided; Total Side Yard: 30 ft required, 17.51 ft provided
Applicant: Samuel Spitz

107-115 Bethune Blvd

The subject property is located on the west side of Bethune Blvd, south of Fred Hecht Dr in a PRD zone. The property is designated on the Town of Ramapo Tax Map as section 57.24 block 1 lot 28.29.30. The applicant is seeking variances for a proposed Multi-Family Dwelling. The requested variances are as follows: Front Yard: 30 ft required, 20 ft provided; Side Yard: 20 ft required, 15 ft provided; Rear Yard: 50 ft required, 15 ft provided; Total Side Yard: 40 ft required, 30 ft provided; FAR: Max allowed 60 %, 65% Proposed; Space Dimension: 9x18 required, 8x18 proposed; Units Per Acre: Max allowed 15, 18 proposed; VARIANCE REQUIRED 2 PRINCIPLE BULDINGS ON ONE LOT
Applicant: Moka Builders

4995874

Legal Notices

NOTICE TO BIDDERS

SEALED BIDS WILL BE RECEIVED by the Town Board of the Town of Orangetown at the Town Clerk's Office, 26 Orangeburg Road, Orangeburg, New York 10962 until 10:30 a.m. on November 30, 2021 and will be publicly opened and read aloud at 1 1 a.m. on that day for furnishing uniforms for the Town of Orangetown Police Department, in accordance with the contract documents on file with and which may be obtained at the Town Clerk's Office.

The Town Clerk and Chief of Police will submit a report to the Town Board of all bids received and their recommendations concerning the awarding of a contract at a meeting of the Town Board.

The successful bidder will be required to post a performance bond, or other acceptable security, in the amount of Two Thousand Five Hundred (\$2,500.00) Dollars. The Town Board reserves the right to waive any informalities in the bidding and to reject any and all bids.

No bid will be accepted without a Non-collusion Statement, as required pursuant to Section 103d of the General Municipal Law.

No contract is deemed to have been created until approved by Town Board resolution and the Town Attorney, and until after it has been executed by the Supervisor of the Town of Orangetown, at the direction of the Town Board. All contracts are subject to appropriations approved by the Town Board, after having been provided for in the Town Budget.

By order of the Town Board of the Town of Orangetown.

Dated: November 5, 2021

ROBERT MAGRINO
TOWN ATTORNEY
TOWN OF ORANGETOWN
ROSANA SFRAGA
TOWN CLERK
0004994911

Orangeburg Library Board of Trustees Election The Orangeburg Library Board of Trustees Election take place during regular library hours, 10am-8pm, on Monday, November 15, 2021. Voters will cast ballots for 3 candidates contented for three year terms expiring 12/31/2024. Voting open only to Orangeburg and Sparkill individuals residing in Area D, Chapter 349, Laws of 1973. Voters must be 18 years of age or older with a valid library card or proof of residency. The 2021 slate of candidates are:

Billie Davis, Incumbent
Maureen Hayes
Patricia Lirieri

Nominations by petition must be submitted within 5 days of this notice. Call the library for more information. 845-359-2244.
0004995474

Name Change/Adoption

Notice is hereby given that an Order signed by the Honorable Rolf M. Thorsen, Acting Justice of the Supreme Court of the State of New York, County of Rockland, on the 29th of October, 2021, bearing Index No. SU-703/2021, a copy of which may be examined at the Office of the Rockland County Clerk, grants me the right to assume the name of Joanne Emilia Moodhe. My present address is New City, New York. The month and year of my birth is June 1956. My present name is Jo Ann Emilia Boscolo.
4995401

Legal Notices LLC & PLC

ASSMT LLC filed 10/12/21. Office: Rockland Co. SSNY designated as agent for process & shall mail to: 21 Neil Rd. Spring Valley, NY 10977 Purpose: General. 4974015

Boulder Brook Properties LLC, Arts of Org. filed with Sec. of State of NY (SSNY) 10/28/2021. Cty: Rockland. SSNY desig. as agent upon whom process against may be served & shall mail process to 95 S. Middletown Rd., Nanuet, NY 10954. General Purpose. 0004985554

CREATIVE CMC SOLUTIONS LLC, Arts. of Org. filed with the SSNY on 09/22/2021. Office loc: Rockland County. SSNY has been designated as agent upon whom process against the LLC may be served. SSNY shall mail process to: The LLC, 31 Ravenna Drive, Pomona, NY 10970. Reg Agent: Rohini Dsouza, 31 Ravenna Drive, Pomona, NY 10970. Purpose: Any Lawful Purpose. 4952940

Notice of Formation of CKF Strategic Marketing, LLC, Arts. of Org. filed with Secy. of State of NY (SSNY) on 09/21/21. Office location: Rockland County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to INC Authority RA, 42 Broadway, FL-12-200, New York-NY 10004 also registered agent. Purpose: any lawful activity. 4971612

Notice of Formation of Femme Bouquet LLC Arts. of Org. filed with Secy. of State of NY (SSNY) on 06/04/2020. Office location: Rockland County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: PO BOX 809 New York NY 10030. Purpose: any lawful activity. 0004936680

Notice of Formation of Salvant Consulting LLC Arts. of Org. filed with Secy. of State of NY (SSNY) on 10/05/2021. Office location: Rockland County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 6 Hilltop Rd. New City, NY 10956. Purpose: any lawful activity. 0004949665

Notice of Formation of Wheel Hill Realty LLC, filed with SSNY on 10-7-21. Office location: Blauvelt, NY. SSNY designated as agent of LLC upon whom process may be served. SSNY shall mail process to Wheel Hill Realty LLC, 7 Garber Hill Road, Blauvelt, NY 10913. Purpose: any lawful purpose 0004948859

RQC DEVELOPERS LLC Articles of Org. filed NY Sec. of State (SSNY) 10/20/21. Office in Rockland Co. SSNY desig. agent of LLC whom process may be served. SSNY shall mail process to 100 Dutch Hill Rd., Ste. 210, Orangeburg, NY 10962. Purpose: Any lawful purpose. 0004972593



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LEGAL NOTICE	NOTICE TO BIDDERS
<p>Carlos Alberto Pino Vs. Brigida Sanchez Index # SU-2021-000691</p> <p>The following is a notice for publication by Carlos Alberto Pino to Brigida Sanchez. Parties were married December 9, 2015, County of Rockland, New York. Last known address 3109 Hyenga Way, Nanuet New York. Request for divorce on grounds of abandonment.</p> <p>Carlos Alberto Pino 3109 Hyenga Way Nanuet, NY 10954 347-661-5065</p> <p>SUPREME COURT OF THE STATE OF NEW YORK ROCKLAND COUNTY</p> <p>CARLOS ALBERTO PINO Plaintiff</p> <p>-against- BRIGIDA SANCHEZ Defendant</p> <p>Zugibe, J.</p> <p>Upon the ex-parte motion of the Plaintiff, it is hereby ORDERED that the summons and complaint may be served by publishing the summons and complaint, along with a brief statement of the action and relief sought, in the Rockland Journal News, at least once in three consecutive weeks, within thirty days of the signing of this order.</p> <p>Dated: October 12, 2021 /s/THOMAS P. ZUGIBE, J.S.C.</p> <p>SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF ROCKLAND</p> <p>CARLOS ALBERTO PINO Plaintiff</p> <p>-against- BRIGIDA SANCHEZ Defendant</p> <p>ACTION FOR A DIVORCE</p> <p>To the above named Defendant: YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer on the Plaintiff within twenty (20) days after the service of this summons, exclusive of the day of service, where service is made by delivery upon you personally within the state, or within thirty (30) days after completion of service where service is made in any other manner. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.</p> <p>Dated 10/8/21 Plaintiff 3109 Hyenga Way Nanuet NY 10954 347-661-5065 4982212</p>	<p>SEALED BIDS WILL BE RECEIVED by the Town Board of the Town of Orangetown at the Town Clerk's Office, 26 Orangeburg Road, Orangeburg, New York 10962, until 10:30 A.M. on November 30, 2021 and will be publicly opened and read aloud at 1 1 A.M., on that day for the dry cleaning, laundering, minor and repairs of Orangetown Police Department Uniforms, in accordance with the Contract documents on file with, and which may be obtained at the Town Clerk's Office.</p> <p>The Town Clerk and Chief of Police shall submit a report to the Town Board of all bids received and their recommendation concerning the awarding of a contract at a meeting of the Town Board.</p> <p>The successful bidder will be required to post a Performance Bond in the amount of One Thousand Dollars (\$1,000.00).</p> <p>The Town Board reserves the right to waive any informalities in the bidding and to reject any and all bids.</p> <p>No bid will be accepted without a Non-collusion Statement as required pursuant to Section 103d of the General Municipal Law.</p> <p>No contract is deemed to have been created until approved by Town Board</p> <p>Resolution and the Town Attorney, and until after it has been executed by the Supervisor of the</p> <p>Town of Orangetown, at the direction of the Town Board. All contracts are subject to appropriations approved by the Town Board, after having been provided for in the Town Budget.</p> <p>By order of the Town Board of the Town of Orangetown.</p> <p>DATED: November 5, 2021</p> <p>ROBERT MAGRINO TOWN ATTORNEY TOWN OF ORANGETOWN ROSANA SFRAGA TOWN CLERK 0004994957</p>

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Agency:
 ORANGETOWN POLICE DEPARTMENT
 26 W ORANGEBURG RD
 ORANGEBURG, NY 10962
 ATTN: same
Acct: TJN-100057664

Client: ORANGETOWN POLICE DEPARTMENT
 26 W ORANGEBURG RD,
 ORANGEBURG, NY 10962

 Acct No: TJN-100057664

This is not an invoice

Order #	Advertisement/Description	Items	# Col x # Lines	Cost
0004994911	NOTICETOBIDDERSSEALEDBIDSWILLBERECEIVE BYTHETOWNBOARDOFTHETOWNNOFORANGETC	Legal Notices	1 col x 50 lines	\$100.00
		Affidavit of Publication Charge	1	\$30.00
		Tearsheet Charge	0	\$0.00
		<i>Subtotal:</i>		\$130.00
		Agency Commission	0	\$0.00
Net Total Due:				\$130.00

Editions Date: 11/10/2021

The Journal News
 P. O. Box 822883
 Philadelphia, PA 19182-2883



**AFFIDAVIT OF PUBLICATION
FROM**

**State of Wisconsin
County of Brown, ss.:**

On the 10 day of November in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Linda Tutt, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed, the instrument.

Linda Tutt being duly sworn says that he/she is the principal clerk of **THE JOURNAL NEWS**, a newspaper published in the County of Westchester and the State of New York, and the notice of which the annexed is a printed copy, on the editions dated :

**Zone:
Rockland**

**Run Dates:
11/10/2021**

Linda Tutt
Signature

Sworn to before me, this 10 day of November, 2021

Sarah Bertelsen
Notary Public, State of Wisconsin, County of Brown



7/27/25

My commission expires

Legend:

WESTCHESTER:

Amawalk, Ardsley, Ardsley on Hudson, Armonk, Baldwin Place, Bedford, Bedford Hills, Brewster, Briarcliff Manor, Bronxville, Buchanan, Carmel, Chappaqua, Cold Spring, Crompond, Cross River, Croton Falls, Croton on Hudson, Dobbs Ferry, Eastchester, Elmsford, Garrison, Goldens Bridge, Granite Springs, Greenburg, Harrison, Hartsdale, Hastings, Hastings on Hudson, Hawthorne, Irvington, Jefferson Valley, Katonah, Lake Peekskill, Larchmont, Lincoln Dale, Mahopac, Mahopac Falls, Mamaroneck, Millwood, Mohegan Lake, Montrose, Mount Kisco, Mount Vernon, New Rochelle, North Salem, Ossining, Patterson, Peekskill, Pelham, Pleasantville, Port Chester, Pound Ridge, Purchase, Purdys, Putnam Valley, Rye, Scarsdale, Shenorock, Shrub Oak, Somers, South Salem, Tarrytown, Thornwood, Tuckahoe, Valhalla, Verplanck, Waccabuc, White Plains, Yorktown Heights, Yonkers

ROCKLAND:

Blauvelt, Congers, Garnerville, Haverstraw, Hillburn, Monsey, Nanuet, New City, Nyack, Orangeburg, Palisades, Pearl River, Piermont, Pomona, Sloatsburg, Sparkill, Spring Valley, Stony Point, Suffern, Tallman, Tappan, Thiells, Tomkins Cove, Valley Cottage, West Haverstraw, West Nyack

Ad Number: 0004994911

NOTICE TO BIDDERS

SEALED BIDS WILL BE RECEIVED by the Town Board of the Town of Orangetown at the Town Clerk's Office, 26 Orangeburg Road, Orangeburg, New York 10962 until 10:30 a.m. on November 30, 2021 and will be publicly opened and read aloud at 11 a.m. on that day for furnishing uniforms for the Town of Orangetown Police Department, in accordance with the contract documents on file with and which may be obtained at the Town Clerk's Office.

The Town Clerk and Chief of Police will submit a report to the Town Board of all bids received and their recommendations concerning the awarding of a contract at a meeting of the Town Board.

The successful bidder will be required to post a performance bond, or other acceptable security, in the amount of Two Thousand Five Hundred (\$2,500.00) Dollars. The Town Board reserves the right to waive any informalities in the bidding and to reject any and all bids.

No bid will be accepted without a Non-collusion Statement, as required pursuant to Section 103d of the General Municipal Law.

No contract is deemed to have been created until approved by Town Board resolution and the Town Attorney, and until after it has been executed by the Supervisor of the Town of Orangetown, at the direction of the Town Board. All contracts are subject to appropriations approved by the Town Board, after having been provided for in the Town Budget.

By order of the Town Board of the Town of Orangetown.

Dated: November 5, 2021

ROBERT MAGRINO
TOWN ATTORNEY
TOWN OF ORANGETOWN
ROSANA SFRAGA
TOWN CLERK
0004994911



Police Department
Town of Orangetown
Headquarters

In Emergency Dial "911"

Tel. 845-359-3700
Adm. Fax 845-359-3726
Records Fax 845-359-4365
Detective Fax 845-359-3783

Donald Butterworth
Chief of Police

26 Orangeburg Rd
Orangeburg, N.Y. 10962

Email:
dbutterworth@orangetown.com

Blauvelt * Naurashaun * Nyack * Orangeburg * Palisades * Pearl River * Snedens Landing * Sparkill * Tappan * Upper Grandview

December 1, 2021

Supervisor Teresa Kenny
Town Board Members
Rosanna Sfraga

Ladies and Gentlemen:

I have reviewed the 2022-2023 contract bid submitted for furnishing uniforms to the Orangetown Police Department.

I recommend that we award the contract to D & E Uniform, Closter, NY, the only bidder.

Yours truly,

Donald Butterworth
Chief of Police

Public Notices

public notices/legals email: legals@lohud.com
or call: 888.300.7653

Legal Notices

Public Notice

RFI-RC-2020-002-A 2021
2022 Application for Consumer Directed Personal Assistance Program (CDPAP) Services

The Rockland County Department of Social Services (DSS) is accepting new applications from public, not-for-profit, or proprietary agencies wishing to provide Consumer Directed Personal Assistance Program Services and incidental household tasks to recipients of Medical Assistance in Rockland County for the period January 1, 2022 - December 31, 2025. An applicant may be an individual, a licensed home care services agency, a certified home health agency or any other entity that is legally qualified under New York State law to enter into a contractual relationship with a social services district to provide Consumer Directed Personal Assistance Program Services. DSS is the lead agency on this type of procurement. In accordance with Rockland County Procurement Policy 140-3.3 contracting for professional services with pre-determined rates, this procurement is exempt from the competitive bidding process. Those wishing to apply should send a request for information by November 29, 2021 at 12pm to: melissa.chappell@dss.state.ny.us

The application may also be downloaded from the Empire State Purchasing System at: www.empirestatebidsystem.com

Telephone inquiries will not be accepted. You will be mailed or emailed an application to complete which will be due by December 2, 2021 no later than 3pm. Completed applications may be mailed or emailed to the address below.

Rockland County Department of Social Services
Melissa Chappell, OAP Unit
Melissa.chappell@dss.state.ny.us
50 Sanatorium Rd., Building C
Pomona, NY 10970

4995100

VILLAGE OF UPPER NYACK PLANNING BOARD NOTICE OF PUBLIC HEARING

Notice is hereby given that a Public Hearing will be held on Wednesday, November 17, 2021, 7:30pm, before the Upper Nyack Planning Board, to take such action as may come before said Board:

1. Kristi and Paul Bouzakis, 600 Palmer Drive, County Map No. 60.09-01-04. Application for semi-ground pool and fence on property improved with an existing single-family residence located in the Residence R3 District.

Due to the COVID-19 pandemic, the Planning Board Meeting will not be meeting in person. In accordance with Chapter 417 of the Laws of 2021 signed by the New York State Governor Kathy Hochul suspending certain provisions of the New York State Open Meetings Law, the meeting will be held via videoconferencing and a transcript will be provided at a later date. The public will have the opportunity to see and hear the meeting live and provide comments.

To access the meeting: Please visit website for ID# and Password. A meeting agenda, plans, application materials, and other information will be posted on the Village's website -- <https://www.uppernyack-ny.us/> -- in advance of the meeting.

A meeting agenda, plans, application materials, and other information will be posted on the Village's website -- <https://www.uppernyack-ny.us/> -- in advance of the meeting.

Copies of the applications are available for public inspection in Village Hall during regular business hours, 9am-12noon.

Comments and questions can also be provided via email before the meeting to Janet Guerra, Board Secretary, at boardsecretary@uppernyack-ny.us.

Dated: November 10, 2021

William Pfaff, Chairman Planning Board

4981943

NOTICE OF PUBLIC HEARING(S) AND/OR MEETING OF THE VILLAGE OF SPRING VALLEY ZONING BOARD OF APPEALS

PLEASE TAKE NOTICE that the Zoning Board of Appeals ("ZBA") of the Village of Spring Valley ("Village") will hold a meeting on November 17th, 2021 beginning at 7:00 PM. Due to the National and State emergencies because of the novel coronavirus (COVID-19) pandemic, and Governor Cuomo's Executive Orders relating to same, **this meeting will not be held at Village Hall - it will be conducted via live remote video conference, and no persons will be gathering, in-person, for this meeting.** The agenda for this ZBA meeting is set forth on the next page.

During this live remote video conference meeting (hereinafter "meeting"), the ZBA will hear all presentations by applicants and/or their representatives whose projects are scheduled on the agenda for this meeting; and the ZBA may also hear from Village staff and Village consultants. If an application is scheduled for a Public Hearing, the ZBA will also hear questions, comments or objections from all other persons, including the general public; and all persons, including the general public, may watch and listen to the meeting. **To watch and listen to the meeting; or to participate in the meeting as a ZBA member, an applicant (or representative of an applicant), or Village staff or Village consultant; or to ask questions, comment or object as a member of the general public if an application is scheduled for a Public Hearing; you must login to the meeting, as per the "Instructions to Enter the Meeting" set forth below.**

The meeting will be available as a live broadcast at the Village's Facebook page at <https://www.facebook.com/VillageSpringValley>. The live broadcast of the proceedings will be recorded and will be posted to the Village's Facebook page (at the same address) after the meeting ends. Typed verbatim minutes of the entire meeting will be transcribed, and will be made available upon request, to all persons, at a later date.

INSTRUCTIONS TO ENTER THE MEETING:

For Link to meeting please go to Village of Spring Valley's Facebook Page <https://www.facebook.com/VillageSpringValley>

BEFORE THE MEETING:

Approximately five minutes before the start of the meeting, login from a computer, tablet, or smartphone with internet access -- you will then be placed on hold until the meeting starts.

QUESTIONS, COMMENTS OR OBJECTIONS DURING THE PUBLIC HEARING

— ONLY IF AN APPLICATION IS SCHEDULED FOR A PUBLIC HEARING:

During the Public Hearing (if an application is scheduled for a Public Hearing), questions may be asked, and comments or objections may be made, from the general public after being called upon by the Chairman or Vice Chairman, by speaking through the ZOOM internet platform of the live remote video conference of the meeting -- **all questions, comments or objections from the general public are restricted to a maximum time limit of three minutes.** Questions, comments or objections from the general public may also be emailed, by 12:00 noon the day of the meeting, to Ms. Janay Jordan, the clerk/secretary of the ZBA and PB, at Jordan@VillageSpringValley.org, or you may mail your questions, comments or objections to Ms. Jordan, at Village Hall, in sufficient time in advance of the meeting to ensure its delivery prior to the meeting.
18 Collins Ave

The subject property is located on the east side of Collins Ave, 100 feet north of Church St in R-2 zone. The property is designated on the Town of Ramapo Tax Map as section 57.38 block 1 lot 74. The applicant is seeking variances for a proposed addition to a single-family dwelling. The requested variances are as follows: Side yard: 15 ft required, .91 ft provided; Rear Yard: 20 ft required, 15.9 ft provided; Total Side Yard: 30 ft required, 17.51 ft provided
Applicant: Samuel Spitz

107-115 Bethune Blvd

The subject property is located on the west side of Bethune Blvd, south of Fred Hecht Dr in a PRD zone. The property is designated on the Town of Ramapo Tax Map as section 57.24 block 1 lot 28.29.30. The applicant is seeking variances for a proposed Multi-Family Dwelling. The requested variances are as follows: Front Yard: 30 ft required, 20 ft provided; Side Yard: 20 ft required, 15 ft provided; Rear Yard: 50 ft required, 15 ft provided; Total Side Yard: 40 ft required, 30 ft provided; FAR: Max allowed 60 %, 65% Proposed; Space Dimension: 9x18 required, 8x18 proposed; Units Per Acre: Max allowed 15, 18 proposed; VARIANCE REQUIRED 2 PRINCIPLE BULDINGS ON ONE LOT
Applicant: Moka Builders

4995874

Legal Notices

NOTICE TO BIDDERS

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The successful bidder will be required to post a performance bond, or other acceptable security, in the amount of Two Thousand Five Hundred (\$2,500.00) Dollars. The Town Board reserves the right to waive any informalities in the bidding and to reject any and all bids.

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By order of the Town Board of the Town of Orangetown.

Dated: November 5, 2021

ROBERT MAGRINO
TOWN ATTORNEY
TOWN OF ORANGETOWN
ROSANA SFRAGA
TOWN CLERK
0004994911

Orangeburg Library Board of Trustees Election The Orangeburg Library Board of Trustees Election take place during regular library hours, 10am-8pm, on Monday, November 15, 2021. Voters will cast ballots for 3 candidates contented for three year terms expiring 12/31/2024. Voting open only to Orangeburg and Sparkill individuals residing in Area D, Chapter 349, Laws of 1973. Voters must be 18 years of age or older with a valid library card or proof of residency. The 2021 slate of candidates are:

Billie Davis, Incumbent
Maureen Hayes
Patricia Lirieri

Nominations by petition must be submitted within 5 days of this notice. Call the library for more information. 845-359-2244.
0004995474

Name Change/Adoption

Notice is hereby given that an Order signed by the Honorable Rolf M. Thorsen, Acting Justice of the Supreme Court of the State of New York, County of Rockland, on the 29th of October, 2021, bearing Index No. SU-703/2021, a copy of which may be examined at the Office of the Rockland County Clerk, grants me the right to assume the name of Joanne Emilia Moodhe. My present address is New City, New York. The month and year of my birth is June 1956. My present name is Jo Ann Emilia Boscolo.
4995401

Legal Notices LLC & PLC

ASSMT LLC filed 10/12/21. Office: Rockland Co. SSNY designated as agent for process & shall mail to: 21 Neil Rd. Spring Valley, NY 10977 Purpose: General. 4974015

Boulder Brook Properties LLC, Arts of Org. filed with Sec. of State of NY (SSNY) 10/28/2021. Cty: Rockland. SSNY desig. as agent upon whom process against may be served & shall mail process to 95 S. Middletown Rd., Nanuet, NY 10954. General Purpose. 0004985554

CREATIVE CMC SOLUTIONS LLC, Arts. of Org. filed with the SSNY on 09/22/2021. Office loc: Rockland County. SSNY has been designated as agent upon whom process against the LLC may be served. SSNY shall mail process to: The LLC, 31 Ravenna Drive, Pomona, NY 10970. Reg Agent: Rohini Dsouza, 31 Ravenna Drive, Pomona, NY 10970. Purpose: Any Lawful Purpose. 4952940

Notice of Formation of CKF Strategic Marketing, LLC, Arts. of Org. filed with Secy. of State of NY (SSNY) on 09/21/21. Office location: Rockland County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to INC Authority RA, 42 Broadway, FL-12-200, New York-NY 10004 also registered agent. Purpose: any lawful activity. 4971612

Notice of Formation of Femme Bouquet LLC Arts. of Org. filed with Secy. of State of NY (SSNY) on 06/04/2020. Office location: Rockland County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: PO BOX 809 New York NY 10030. Purpose: any lawful activity. 0004936680

Notice of Formation of Salvant Consulting LLC Arts. of Org. filed with Secy. of State of NY (SSNY) on 10/05/2021. Office location: Rockland County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 6 Hilltop Rd. New City, NY 10956. Purpose: any lawful activity. 0004949665

Notice of Formation of Wheel Hill Realty LLC, filed with SSNY on 10-7-21. Office location: Blauvelt, NY. SSNY designated as agent of LLC upon whom process may be served. SSNY shall mail process to Wheel Hill Realty LLC, 7 Garber Hill Road, Blauvelt, NY 10913. Purpose: any lawful purpose 0004948859

RQC DEVELOPERS LLC Articles of Org. filed NY Sec. of State (SSNY) 10/20/21. Office in Rockland Co. SSNY desig. agent of LLC whom process may be served. SSNY shall mail process to 100 Dutch Hill Rd., Ste. 210, Orangeburg, NY 10962. Purpose: Any lawful purpose. 0004972593



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LOCALIQ

LEGAL NOTICE	NOTICE TO BIDDERS
<p>Carlos Alberto Pino Vs. Brigida Sanchez Index # SU-2021-000691</p> <p>The following is a notice for publication by Carlos Alberto Pino to Brigida Sanchez. Parties were married December 9, 2015, County of Rockland, New York. Last known address 3109 Hyenga Way, Nanuet New York. Request for divorce on grounds of abandonment.</p> <p>Carlos Alberto Pino 3109 Hyenga Way Nanuet, NY 10954 347-661-5065</p> <p>SUPREME COURT OF THE STATE OF NEW YORK ROCKLAND COUNTY</p> <p>CARLOS ALBERTO PINO Plaintiff</p> <p>-against- BRIGIDA SANCHEZ Defendant</p> <p>Zugibe, J.</p> <p>Upon the ex-parte motion of the Plaintiff, it is hereby ORDERED that the summons and complaint may be served by publishing the summons and complaint, along with a brief statement of the action and relief sought, in the Rockland Journal News, at least once in three consecutive weeks, within thirty days of the signing of this order.</p> <p>Dated: October 12, 2021 /s/THOMAS P. ZUGIBE, J.S.C.</p> <p>SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF ROCKLAND</p> <p>CARLOS ALBERTO PINO Plaintiff</p> <p>-against- BRIGIDA SANCHEZ Defendant</p> <p>ACTION FOR A DIVORCE</p> <p>To the above named Defendant: YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer on the Plaintiff within twenty (20) days after the service of this summons, exclusive of the day of service, where service is made by delivery upon you personally within the state, or within thirty (30) days after completion of service where service is made in any other manner. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.</p> <p>Dated 10/8/21 Plaintiff 3109 Hyenga Way Nanuet NY 10954 347-661-5065 4982212</p>	<p>SEALED BIDS WILL BE RECEIVED by the Town Board of the Town of Orangetown at the Town Clerk's Office, 26 Orangeburg Road, Orangeburg, New York 10962, until 10:30 A.M. on November 30, 2021 and will be publicly opened and read aloud at 11 A.M., on that day for the dry cleaning, laundering, minor and repairs of Orangetown Police Department Uniforms, in accordance with the Contract documents on file with, and which may be obtained at the Town Clerk's Office.</p> <p>The Town Clerk and Chief of Police shall submit a report to the Town Board of all bids received and their recommendation concerning the awarding of a contract at a meeting of the Town Board.</p> <p>The successful bidder will be required to post a Performance Bond in the amount of One Thousand Dollars (\$1,000.00).</p> <p>The Town Board reserves the right to waive any informalities in the bidding and to reject any and all bids.</p> <p>No bid will be accepted without a Non-collusion Statement as required pursuant to Section 103d of the General Municipal Law.</p> <p>No contract is deemed to have been created until approved by Town Board</p> <p>Resolution and the Town Attorney, and until after it has been executed by the Supervisor of the</p> <p>Town of Orangetown, at the direction of the Town Board. All contracts are subject to appropriations approved by the Town Board, after having been provided for in the Town Budget.</p> <p>By order of the Town Board of the Town of Orangetown.</p> <p>DATED: November 5, 2021</p> <p>ROBERT MAGRINO TOWN ATTORNEY TOWN OF ORANGETOWN ROSANA SFRAGA TOWN CLERK 0004994957</p>

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jobs.usatoday.com

BID OPENING TIME 11:00AM **DATE** November 30, 2021

CONTRACTOR NAME & ADDRESS
*Washing Bod
 Laundry
 Pearl River, NY*

DATE RECEIVED	<i>11/29/21</i>					X
TIME RECEIVED	<i>3:05p</i>					
NON COLLUSION STATEMENT	<input checked="" type="checkbox"/>					
BID BOND or CERTIFIED CHECK	<i>N/A</i>					

Pants, Dry Clean - Approx. per year 100

2022 Unit Price	\$ <i>4.25</i>	\$	\$	\$	\$	X
2023 Unit Price	\$ <i>4.25</i>	\$	\$	\$	\$	

Shirts, Dry Clean - Approx. per year 100

2022 Unit Price	\$ <i>4.25</i>	\$	\$	\$	\$	X
2023 Unit Price	\$ <i>4.25</i>	\$	\$	\$	\$	

Pants, Launder - Approx. per year 4,500

2022 Unit Price	\$ <i>3.50</i>	\$	\$	\$	\$	X
2023 Unit Price	\$ <i>3.50</i>	\$	\$	\$	\$	

Shirts, Launder - Approx. per year 6,000

2022 Unit Price	\$ <i>2.50</i>	\$	\$	\$	\$	X
2023 Unit Price	\$ <i>2.50</i>	\$	\$	\$	\$	

Blazers, Dry Clean - Approx. per year 20

2022 Unit Price	\$ <i>8.00</i>	\$	\$	\$	\$	X
2023 Unit Price	\$ <i>8.00</i>	\$	\$	\$	\$	

~~Two~~-Piece Suits - Approx. per year 100

2022 Unit Price	\$ <i>11.00</i>	\$	\$	\$	\$	X
2023 Unit Price	\$ <i>11.00</i>	\$	\$	\$	\$	

Ike Jackets, Dry Clean - Approx. per year 10

2022 Unit Price	\$ <i>6.00</i>	\$	\$	\$	\$	X
2023 Unit Price	\$ <i>6.00</i>	\$	\$	\$	\$	

Overcoats, Dry Clean - Approx. per year 25

2022 Unit Price	\$ <i>15.00</i>	\$	\$	\$	\$	X
2023 Unit Price	\$ <i>15.00</i>	\$	\$	\$	\$	

Winter Jackets, Dry Clean - Approx. per year 100

2022 Unit Price	\$ <i>10.00</i>	\$	\$	\$	\$	X
2023 Unit Price	\$ <i>10.00</i>	\$	\$	\$	\$	

Bulletproof Vest Liners, Launder - Approx. per year 10

2022 Unit Price	\$ <i>3.00</i>	\$	\$	\$	\$	X
2023 Unit Price	\$ <i>3.00</i>	\$	\$	\$	\$	

Blankets, Dry Clean - Approx. per year 25

2022 Unit Price	\$ <i>10.00</i>	\$	\$	\$	\$	X
2023 Unit Price	\$ <i>10.00</i>	\$	\$	\$	\$	

BID ITEM Dry Cleaning, Laundering, Minor Sewing and **SHEET** 2 OF 2
Repairs of Orangetown Police Department Uniforms

BID OPENING TIME 11:00AM **DATE** November 30, 2021

**CONTRACTOR
NAME
&
ADDRESS**

DATE RECEIVED

TIME RECEIVED

**NON COLLUSION
STATEMENT**

**BID BOND or
CERTIFIED CHECK**

Civilian Trousers - Approx. per year 125

2022 Unit Price	\$ 3.50	\$	\$	\$	\$	X
2023 Unit Price	\$ 3.50	\$	\$	\$	\$	

Raincoats, Clean, Waterproof - Approx. per year 25

2022 Unit Price	\$ 3.00	\$	\$	\$	\$	X
2023 Unit Price	\$ 3.00	\$	\$	\$	\$	

Wool Sweaters, Dryclean - Approx. per year 125

2022 Unit Price	\$ 4.50	\$	\$	\$	\$	X
2023 Unit Price	\$ 4.50	\$	\$	\$	\$	

Jumpsuits, Launder - Approx. per year 25

2022 Unit Price	\$ 3.00	\$	\$	\$	\$	X
2023 Unit Price	\$ 3.00	\$	\$	\$	\$	

Sew Jackets - Approx. per year 25

2022 Unit Price	\$ 5-8	\$	\$	\$	\$	X
2023 Unit Price	\$ 5-8	\$	\$	\$	\$	

Sew Shirts - Approx. per year 25

2022 Unit Price	\$ 5-8	\$	\$	\$	\$	X
2023 Unit Price	\$ 5-8	\$	\$	\$	\$	

Sew Small Holes, Belt Loops, Etc.- Approx. per year 75

2022 Unit Price	\$ 5-8	\$	\$	\$	\$	X
2023 Unit Price	\$ 5-8	\$	\$	\$	\$	

Sew Zipper - Approx. per year 25

2022 Unit Price	\$ 5-8	\$	\$	\$	\$	X
2023 Unit Price	\$ 5-8	\$	\$	\$	\$	

Replace Zipper - Approx. per year 15

2022 Unit Price	\$ 18.00	\$	\$	\$	\$	X
2023 Unit Price	\$ 18.00	\$	\$	\$	\$	

Sew Patches - Approx. per year 50

2022 Unit Price	\$ 6.00	\$	\$	\$	\$	X
2023 Unit Price	\$ 6.00	\$	\$	\$	\$	

All Items, (Including shirts, shall be returned on hangers and sorted into individual groupings for each police officer and shall be enclosed in a plastic bag tagged with the police officer's name on the outside

Pick Up + Delivery 3x/week	15.00	per pickup				X



RECEIVED
NOV 23 2021
Orangetown Police Department

Agency:
ORANGETOWN POLICE DEPARTMENT
26 W ORANGEBURG RD
ORANGEBURG, NY 10962
ATTN: Mary K. Anselmi
Acct: TJN-100057664

Client: ORANGETOWN POLICE DEPARTMENT
26 W ORANGEBURG RD,
ORANGEBURG, NY 10962

Acct No: TJN-100057664

This is not an invoice

Order #	Advertisement/Description	Items	# Col x # Lines	Cost
0004994957	NOTICETOBIDDERSSEALEDBIDSWILLBERECEIVE DRYTHETOWNBOARDOFTHETOWNNOFORANGETC	Legal Notices	1 col x 54 lines	\$108.00
		Affidavit of Publication Charge	1	\$30.00
		Tearsheet Charge	0	\$0.00
		<i>Subtotal:</i>		\$138.00
		Agency Commission	0	\$0.00
Net Total Due:				\$138.00

Editions Date: 11/10/2021

The Journal News
P. O. Box 822883
Philadelphia, PA 19182-2883



**AFFIDAVIT OF PUBLICATION
FROM**

**State of Wisconsin
County of Brown, ss.:**

On the 10 day of November in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Linda Tutt, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed, the instrument.

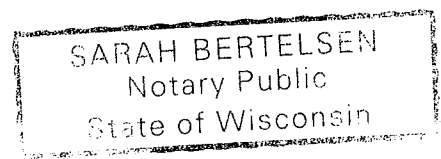
Linda Tutt being duly sworn says that he/she is the principal clerk of **THE JOURNAL NEWS**, a newspaper published in the County of Westchester and the State of New York, and the notice of which the annexed is a printed copy, on the editions dated :

**Zone:
Rockland**

**Run Dates:
11/10/2021**

Linda Tutt
Signature

Sworn to before me, this 10 day of November, 2021
Sarah Bertelsen
Notary Public, State of Wisconsin, County of Brown



1/27/25
My commission expires

Legend:
WESTCHESTER: Amawalk, Ardsley, Ardsley on Hudson, Armonk, Baldwin Place, Bedford, Bedford Hills, Brewster, Briarcliff Manor, Bronxville, Buchanan, Carmel, Chappaqua, Cold Spring, Crompond, Cross River, Croton Falls, Croton on Hudson, Dobbs Ferry, Eastchester, Elmsford, Garrison, Goldens Bridge, Granite Springs, Greenburg, Harrison, Hartsdale, Hastings, Hastings on Hudson, Hawthorne, Irvington, Jefferson Valley, Katonah, Lake Peekskill, Larchmont, Lincoln Dale, Mahopac, Mahopac Falls, Mamaroneck, Millwood, Mohegan Lake, Montrose, Mount Kisco, Mount Vernon, New Rochelle, North Salem, Ossining, Patterson, Peekskill, Pelham, Pleasantville, Port Chester, Pound Ridge, Purchase, Purdys, Putnam Valley, Rye, Scarsdale, Shenorock, Shrub Oak, Somers, South Salem, Tarrytown, Thornwood, Tuckahoe, Valhalla, Verplanck, Waccabuc, White Plains, Yorktown Heights, Yonkers
ROCKLAND: Blauvelt, Congers, Garnerville, Haverstraw, Hillburn, Monsey, Nanuet, New City, Nyack, Orangeburg, Palisades, Pearl River, Piermont, Pomona, Sloatsburg, Sparkill, Spring Valley, Stony Point, Suffern, Tallman, Tappan, Thiells, Tomkins Cove, Valley Cottage, West Haverstraw, West Nyack

Ad Number: 0004994957

Ad Number: 0004994957

Run Dates: 11/10/2021

NOTICE TO BIDDERS

SEALED BIDS WILL BE RECEIVED by the Town Board of the Town of Orangetown at the Town Clerk's Office, 26 Orangeburg Road, Orangeburg, New York 10962, until 10:30 A.M. on November 30, 2021 and will be publicly opened and read aloud at 11 A.M., on that day for the dry cleaning, laundering, minor and repairs of Orangetown Police Department Uniforms, in accordance with the Contract documents on file with, and which may be obtained at the Town Clerk's Office. The Town Clerk and Chief of Police shall submit a report to the Town Board of all bids received and their recommendation concerning the awarding of a contract at a meeting of the Town Board.

The successful bidder will be required to post a Performance Bond in the amount of One Thousand Dollars (\$1,000.00). The Town Board reserves the right to waive any informalities in the bidding and to reject any and all bids.

No bid will be accepted without a Non-collusion Statement as required pursuant to Section 103d of the General Municipal Law.

No contract is deemed to have been created until approved by Town Board

Resolution and the Town Attorney, and until after it has been executed by the Supervisor of the

Town of Orangetown, at the direction of the Town Board. All contracts are subject to appropriations approved by the Town Board, after having been provided for in the Town Budget.

By order of the Town Board of the Town of Orangetown.

DATED: November 5, 2021

ROBERT MAGRINO
TOWN ATTORNEY
TOWN OF ORANGETOWN
ROSANA SFRAGA
TOWN CLERK
0004994957



Donald Butterworth
Chief of Police

Police Department Town of Orangetown Headquarters

One Police Plaza
Orangeburg, N.Y. 10962

Emergency - Dial "911"

Telephone	845-359-3700
Adm. Fax	845-359-3721
Records Fax	845-359-4365
Detective Fax	845-359-3783

Email dbutterworth@orangetown.com

Blauvelt * Nauraushaun * Nyack * Orangeburg * Palisades * Snedens Landing * Sparkill * Tappan * Upper Grandview

December 1, 2021

Supervisor Teresa Kenny
Town Board Members
Rosanna Sfraga

Ladies and Gentlemen:

I have reviewed the 2022-2023 contract bid submitted for dry cleaning, washing and minor repairs of uniforms for the Orangetown Police Department.

I recommend that we award the contract to The Washing Board, Pearl River, NY, the only bidder.

Yours truly,

Donald Butterworth
Chief of Police

INTERMUNICIPAL AGREEMENT

with

TOWN OF ORANGETOWN

THIS AGREEMENT made the _____ day of _____, 2021 by and between the **COUNTY OF ROCKLAND on behalf of its Office of the District Attorney**, a municipal corporation of the State of New York, having its principal office at 11 New Hempstead Road, New City, New York 10956, hereinafter referred to as "**COUNTY**," and the **TOWN OF ORANGETOWN**, a municipal corporation of the State of New York, having its principal office at 26 Dutch Hill Road, Orangeburg, New York 10962, hereinafter referred to as "**MUNICIPALITY**," in the following manner:

WITNESSETH:

WHEREAS, the **COUNTY** through its Office of the District Attorney and the **MUNICIPALITY** wish to enter this intermunicipal agreement for reimbursement of one Detective to be assigned to the District Attorney's Drug Task Force; and

WHEREAS, the Rockland County Charter, Article III, Section 3.02(u) authorizes the County Executive to execute this agreement; and

WHEREAS, Article 5-G of the General Municipal Law authorizes municipal governments to perform together that which each government is authorized to perform individually and requires that any intermunicipal cooperation agreement be approved by each participating municipal corporation by a majority vote of the voting strength of its governing body; and

WHEREAS, the Legislature of Rockland County has provided funds for this agreement in **Resolution 478 of 2021** for the professional services of **MUNICIPALITY** for the period hereinafter stated,

NOW THEREFORE, the parties hereto, in consideration of the covenants, agreements, terms and conditions herein contained, do agree as follows:

1. **SERVICES:** The **MUNICIPALITY** shall provide an experienced detective to perform services indicated on Schedule "A" attached hereto.
2. **TERM:** The professional services to be rendered and performed by the **MUNICIPALITY** under this agreement shall be for the period commencing **January 1, 2022**, and terminating **December 31, 2023**.
3. **PAYMENT:** The **COUNTY** agrees to pay **MUNICIPALITY** and **MUNICIPALITY** agrees to accept a sum not to exceed **THIRTY THOUSAND DOLLARS AND NO/100 (\$30,000.00)**

as reimbursement to the **MUNICIPALITY**. **MUNICIPALITY** agrees that the aforesaid **THIRTY THOUSAND AND NO/100 (\$30,000.00)** shall be solely and exclusively used for the purpose of reimbursement of a detective to be assigned to the District Attorney's Drug Task Force.

4a. **INDEMNIFY AND HOLD HARMLESS:** The **MUNICIPALITY** agrees to defend, indemnify and hold harmless **COUNTY** and its respective officers, employees and agents from and against all claims, actions and suits and will defend the **COUNTY** and its respective officers, employees and agents, at its own cost and at no cost to the **COUNTY**, in any suit, action or claim, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of, or resulting from, the negligent activities or omissions of **MUNICIPALITY** to the fullest extent permitted by law. These indemnification provisions are for the protection of the **COUNTY** and its respective officers, employees and agents only and shall not establish, of themselves, any liability to third parties. The provisions of this section shall survive the termination of this agreement.

4b. The **COUNTY** agrees to defend, indemnify and hold harmless **MUNICIPALITY** and its respective officers, employees and agents from and against all claims, actions and suits and will defend the **MUNICIPALITY** and its respective officers, employees and agents, at its own cost and at no cost to the **MUNICIPALITY**, in any suit, action or claim, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of, or resulting from, the negligent activities or omissions of **COUNTY**. These indemnification provisions are for the protection of the **MUNICIPALITY** and its respective officers, employees and agents only and shall not establish, of themselves, any liability to third parties. The provisions of this section shall survive the termination of this agreement.

4c. Under no circumstances shall **MUNICIPALITY** assume liability or defense costs for the actions of the personnel of the District Attorney's Drug Task Force who are not employed by **MUNICIPALITY**.

4d .Under no circumstances shall **COUNTY** assume liability or defense costs for the actions of the employees of the **MUNICIPALITY** who are not assigned to the District Attorney's Drug Task Force.

5. **LIABILITY ONLY FOR MONIES BUDGETED:** This agreement shall be deemed executory to the extent that the monies appropriated in the current budget of **COUNTY** for the purposes of this agreement and no liability shall be incurred by **COUNTY**, or any department, beyond the monies budgeted and available for this purpose. The agreement is not a general obligation of the **COUNTY**. Neither the full faith and credit nor the taxing power of the **COUNTY** is pledged to the payment of any amount due or to become due under this agreement. It is understood that neither this agreement nor any representation by any **COUNTY** employee or officer creates any obligation to appropriate or make monies available for the purpose of the agreement. This agreement shall not be effective unless the monies to be paid hereunder by the **COUNTY** are appropriated in the County budget. The **COUNTY** agrees that it shall not direct the police officers assigned to the Rockland County Drug Task Force to work any overtime hours in excess of the amount budgeted by the **MUNICIPALITY** without the prior consent of the **MUNICIPALITY**.

6. RECORD KEEPING AND AUDIT: The **MUNICIPALITY** shall maintain records of all its financial transactions, including all expenses and disbursements, and all other documentation and communications which relate to this agreement or the performance of its obligations. Financial records shall be kept in accordance with GAAP (Generally Accepted Accounting Practices) and/or **COUNTY** record-keeping requirements, and each transaction shall be documented. Any such records shall be made available to **COUNTY** for inspection or audit upon demand. No compensation or fee for services will be due to **MUNICIPALITY** unless or until any financial statements demanded by the required by the Rockland County Department of Finance have been provided, or such other documents or information required to be produced by the County are provided. This term shall survive the cancellation, termination or expiration of this agreement, or the date of the last payment tendered, whichever occurs latest, by six years.

7. NO ASSIGNMENT: The **MUNICIPALITY** shall not assign, sublet or transfer or otherwise dispose of its interest in this agreement without the prior written consent of the **COUNTY**.

8. LAWS OF THE STATE OF NEW YORK: This agreement shall be governed by the Laws of the State of New York and the venue of any litigation shall be Rockland County.

9. LABOR LAW AND EXECUTIVE LAW: The **MUNICIPALITY** shall comply with all of the provisions of the Labor Law of the State of New York including, but not limited to, prevailing wage provisions, if required by law, and with Article 15 of the Executive Law of the State of New York relating to unlawful discriminatory practices insofar as the provisions are applicable to the work and/or services to be performed under this agreement.

10. LOCAL LAWS AND RESOLUTIONS: The **MUNICIPALITY** shall comply with all local laws and resolutions of the Legislature of Rockland County, including, but not limited to, filing of Disclosure Statements and Affirmative Action Plans, if required by law or resolution.

11. COMPLY WITH AMERICANS WITH DISABILITIES ACT OF 1990: The **MUNICIPALITY** agrees to comply with the provisions of the Americans With Disabilities Act of 1990 (ADA) prohibiting discrimination on the basis of disability with regard to employment policies and procedures, structural and program accessibility, transportation and telecommunications.

12. IRAN DIVESTMENT ACT: **CONTRACTOR** and its employees, agents, servants, subcontractors and/or assignees agree to comply with the Iran Divestment Act of 2012 (the "Act"), as set forth in N.Y. State Finance Law § 165-a and N.Y. General Municipal Law § 103-g, both effective April 12, 2012, which requires bidders to certify that they do not invest in the Iranian energy sector when they bid on state or local government contracts. As set forth in the Act, a person engages in investment activities in Iran if: (a) the person provides goods or services of twenty million dollars or more in the energy sector of Iran including, but not limited to, providing oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran or (b) the person is a financial institution that extends twenty million dollars or more in credit to another person for forty-five days or more for the purposes of providing goods or services in the energy sector in Iran.

13. TERMINATION/AMENDMENT: This agreement may be terminated or amended on at least thirty (30) days written notice by **COUNTY**.

14. ENTIRE AGREEMENT/NO MODIFICATION: This agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations or agreements either oral or written. It may not be modified, except by a writing signed by the parties.

15. EXECUTION: This Agreement may be signed in counterparts. Facsimile and electronic signatures are acceptable.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written.

OFFICE OF THE DISTRICT ATTORNEY

(Approved for signature of
County Executive)

By: _____
THOMAS E. WALSH II
District Attorney

Dated: _____

TOWN OF ORANGETOWN

By: _____
TERESA KENNY
Supervisor

Dated: _____

DEPARTMENT OF LAW

(Approved for signature of
County Executive)

By: _____
JEANNE GILBERG
Principal Assistant County Attorney

Dated: _____

COUNTY OF ROCKLAND

By: _____
EDWIN J. DAY
County Executive

Dated: _____

Contract Request Schedule "A"
(A detailed schedule of the work or services to be provided)

Statement of Work (SOW) – (The Statement of Work shall define the tasks required for the successful completion of the County's goals and objectives ensuring all minimum requirements are met.)

The Orangetown Police Department (OPD) will participate in the pilot and ongoing Law Enforcement Assisted Diversion (LEAD) program. OPD will provide a screen for Peer Recovery involvement of eligible offenders. OPD will contact the Peer assigned to come and meet with the identified eligible offender. OPD will provide the space for the Peer meeting and remote assessment if needed.

OPD will provide a Detective assigned to the District Attorney's Drug Task Force.

Contract Deliverables – (Contract Deliverables are the outputs associated with the Statement of Work. Sample Deliverables include, draft reports, final reports, assessments, studies, meetings, public hearings, number of clients served within a specified time period.)

OPD Detective will provide assistance with drug case investigations, interviews, evidence collection, prosecution, etc.

Cost/Price & Payment Section – (Total/Estimated contract costs shall be defined as well as method of payment. Define if this is a Completion Contract (paid in full when contract is completed) or if this is a Level of Effort Contract (progress payments will be made upon the completion of certain milestones/deliverables). If progress payments are to be made, the milestones/deliverable for payment must be clearly defined. Retainage requirements shall also be clearly defined.)

The cost over the 2 year period totals \$30,000

Supporting Documentation – (Supporting Documentation such as copies of vendor's proposals, technical data or drawings should also be included.)

N/A

Insurance Certificates - (All required insurance certificates; General Liability, Automotive, Professional Liability, Workman's Compensation and Disability shall be included with each contract request and contract extension request.)

N/A

TOWN OF ORANGETOWN
 SPECIAL USE PERMIT FOR USE OF TOWN PROPERTY/ITEMS
 PERMIT # 21-SP-053

EVENT NAME: American Legion/Tappan Reformed Church Annual Christmas Tree Lighting

APPLICANT NAME: Pastor Donald Hoover

ADDRESS: 35 Kings Highway, Tappan

PHONE #: 201-310-7461 CELL # X FAX # X

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

The above event will be held on 12/19/21 from 3pm to 6pm RAIN DATE: _____

Location of event: Tappan Green (clo Greenbush + Old Tappan Rd)

Sponsored by: American Legion - Tappan Reformed Church Telephone #: 201 310 7461

Address: 35 Kings Hwy Tappan

Estimated # of persons participating in event: 200 vehicles 50 - 75

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

Signature of Applicant: Donald Hoover Date: 11/23/2021

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Letter of Request to Town Board requesting aid for event - Received On: 11/22/21

Certificate of Insurance - Received On: 12/9/21

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 #: 51848 BARRICADES: Y/N (6) CONES: Y/N TRASH BARRELS: Y/N (6) OTHER: Message board

APPROVED: [Signature] DATE: 12-1-21
 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: 12/2/2021
 Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

Police Detail: Y/N: _____ Items: _____

APPROVED: [Signature] DATE: 12/03/2021
 Chief of Police

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

RECEIVED
 NOV 23 2021
 TOWN OF ORANGETOWN
 HIGHWAY DEPARTMENT

CARL A. SCHELIN POST No.1271

American Legion

P.O. Box 105
Tappan, New York 10983



Chartered May 1945

November 22, 2021

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

The Carl A. Schelin, American Legion Post #1271, in conjunction with the Tappan Reformed Church will hold their Annual Christmas Tree Lighting, on December 19, 2021. The Tree Lighting will be held on the Tappan Green between 3 to 6 PM. We request the use of one mobile solar sign and six barriers. Also the use of two Auxiliary Police Officers for traffic control.

We request the sign be placed on the corner of Greenbush Road and Old Tappan Road, the barriers can be left next to the sign.

Sign to read:

CHRISTMAS TREE LIGHTING
TAPPAN MEMORIAL GREEN
SATURDAY, DECEMBER 19
3 to 6 PM

Sign operational from December 6 to December 19.

The contact person is Pastor Donald Hoover. Cell # 1 201 310 7461

Thank You for your assistance.

Richard Farry
Commander

cc: James Dean
Superintendent of Highways

IMPORTANT: READ INSTRUCTIONS ON REVERSE SIDE
HOME RULE REQUEST
(Request by a Local Government for Enactment of a Special Law)

To the Legislature:

Pursuant to Article IX of the Constitution, the of
(county, city, town or village)
.....requests the enactment of ^{Senate} ~~Assembly~~ bill (no.),
(name) (strike out one)
entitled “

.....”
It is hereby declared that a necessity exists for the enactment of such legislation, and that the facts establishing such necessity are as follows: (Check appropriate box)

- The local government does not have the power to enact such legislation by local law.
- Other facts, as set forth in the following “Explanation” establish such necessity.

EXPLANATION

(If space below is not sufficient, use separate sheet and attach here)

Such request is made by: (Check appropriate box)

- The chief executive officer of such local government, concurred in by a majority of the total membership of the local legislative body. (See paragraph A below)
- The local legislative body of such local government, at least two-thirds of the total membership thereof having voted in favor of such request. (See paragraph B below)

READ BEFORE SIGNING

A If the request is made by the chief executive officer and concurred in by a majority of the total membership of the local legislative body, *both* the chief executive officer *and* the clerk of the local legislative body must sign below. In such case use the word “majority” below even though the vote may have been greater.

B. If the request is made by the local legislative body, at least two-thirds of the total membership thereof having voted in favor of such request, *only* the clerk of the local legislative body must sign below. In such case use the words “two-thirds” below.

CHIEF EXECUTIVE OFFICER’S SIGNATURE

(Signed).....
(chief executive officer)

.....
(Print or type name below signature)

Date:, 20
(Title of chief executive officer)

CLERK’S CERTIFICATION

I, do hereby certify that I am Clerk of the
(print or type name) (local legislative body)

..... of the
(county, city, town or village)

of and that on the day of
(name)

20____, such legislative body, at least ^{two-thirds} ~~a majority~~ of the total membership having voted in favor thereof, approved the foregoing request.
(strike out one)

(Signed).....
(clerk)

.....
(Print or type name below signature)

(SEAL OF LOCAL GOVERNMENT)

Date:, 20

INSTRUCTIONS

Copies required:

Two signed copies of this form, specifying the final bill number and title must be filed with *each* House of the Legislature.

Examples:

- (a) If the bill has been introduced in only *one* House of the Legislature, four copies of the request form must be filed, i.e., two with the Senate and two with the Assembly.
- (b) If the identical bill has been introduced in *both* Houses, eight copies of the request form must be filed, i.e., two with the Senate and two with the Assembly for the Senate bill and the same for the Assembly bill.

Date of request:

The signing of a home rule request or the adoption of a resolution by the local legislative body approving such request cannot precede the date on which the bill is actually introduced in the Legislature. In the case of prefiled bills, the actual date of introduction is the first day of the legislative session. The request may be signed or the resolution adopted the same day as the date of introduction.

Amended bills:

Each time the bill is amended a new request must be filed (with the appropriate number of copies) and the new request must correctly identify the bill number as last amended. The signing of the request, and the date of the supporting resolution, cannot precede the date of the amendment.

Transmittal:

The signed forms should be sent as follows:

To the Senate:

Home Rule Counsel
Senate Post Office
208 Legislative Office Building
Albany, N. Y. 12247

To the Assembly:

Home Rule Counsel
Assembly Post Office
210 Legislative Office Building
Albany, N. Y. 12248

Definition of terms:

Chief executive officer.

In the case of a county, the elective or appointive chief executive officer, if there be one, or otherwise the chairman of the board of supervisors; in the case of a city or village, the mayor (not manager); and in the case of a town, the supervisor. (Municipal Home Rule Law §40)

Local legislative body.

The board of supervisors, board of aldermen, common council, council, commission, town board, board of trustees or other elective governing board or body vested by state statute, charter or other law with jurisdiction to initiate and adopt local laws or ordinances. (Municipal Home Rule Law §2)

Local government.

A county, city, town or village (Const. Art. IX, §3; Municipal Home Rule Law §2)

Special law

A state statute which in terms and in effect applies to one or more, but not all, counties (other than those wholly included within a city) cities, towns or villages. (Const. Art. IX §3; Municipal Home Rule Law §2)

Total membership.

The total voting power of a legislative body. (Municipal Home Rule Law, § 20, 40)

IMPORTANT: READ INSTRUCTIONS ON REVERSE SIDE
HOME RULE REQUEST
(Request by a Local Government for Enactment of a Special Law)

To the Legislature:

Pursuant to Article IX of the Constitution, the of
(county, city, town or village)
.....requests the enactment of ^{Senate} ~~Assembly~~ bill (no.),
(name) (strike out one)
entitled “

.....”
It is hereby declared that a necessity exists for the enactment of such legislation, and that the facts establishing such necessity are as follows: (Check appropriate box)

- The local government does not have the power to enact such legislation by local law.
- Other facts, as set forth in the following “Explanation” establish such necessity.

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(If space below is not sufficient, use separate sheet and attach here)

Such request is made by: (Check appropriate box)

- The chief executive officer of such local government, concurred in by a majority of the total membership of the local legislative body. (See paragraph A below)
- The local legislative body of such local government, at least two-thirds of the total membership thereof having voted in favor of such request. (See paragraph B below)

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B. If the request is made by the local legislative body, at least two-thirds of the total membership thereof having voted in favor of such request, *only* the clerk of the local legislative body must sign below. In such case use the words “two-thirds” below.

CHIEF EXECUTIVE OFFICER’S SIGNATURE

(Signed).....
(chief executive officer)

.....
(Print or type name below signature)

Date:, 20
.....
(Title of chief executive officer)

CLERK’S CERTIFICATION

I, do hereby certify that I am Clerk of the
(print or type name) (local legislative body)

..... of the
(county, city, town or village)

of and that on the day of
(name)

20____, such legislative body, at least ^{two-thirds} ~~a majority~~ of the total membership having voted in favor thereof, approved the foregoing request.
(strike out one)

(Signed).....
(clerk)

.....
(Print or type name below signature)

(SEAL OF LOCAL GOVERNMENT)

Date:, 20

INSTRUCTIONS

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Total membership.

The total voting power of a legislative body. (Municipal Home Rule Law, § 20, 40)

Office of the New York State Comptroller
Thomas P. DiNapoli



New York State and Local Retirement System
110 State Street, Albany, New York 12244-0001

Kimberly Zeto, Director, Member & Employer Services Bureau

Phone: 518-474-0167
Fax: 518-474-8357
E-mail: RTEmpSer@osc.ny.gov
Web: www.osc.state.ny.us/retire

December 1, 2021
Location Code: 30026

Ms. Teresa Kenny
Town Supervisor
Town of Orangetown
26 W. Orangeburg Rd.
Orangeburg, NY 10962

RE: Chapter 544, Laws of 2021

Dear Ms. Kenny:

Chapter 544, Laws of 2021, authorizes the Town of Orangetown to reopen the twenty-year retirement plan, Section 384-d of the Retirement and Social Security Law, for Patrick J. Casey, Elizabeth M. Muckell and Keith E. Trojan.

If the Town elects to provide the benefits of Chapter 544, Laws of 2021, the enclosed resolution, certification statement, and affidavit must be filed with the New York State and Local Retirement System.

Once we receive the documentation from the Town, the members must file an election form to enroll in Section 384-d on or before October 29, 2022. Upon enrollment into Section 384-d, the members will automatically be enrolled in Section 384-e. The Retirement System will contact the members directly.

As stated in this Chapter, the estimated additional annual employer cost will be **\$41,000**, with the assumption that the first payment is made prior to the end of the Town's current fiscal year. In future years, this cost will vary as the billing rates and salaries of those affected change.

In addition, the Actuary has estimated that the past service cost of this benefit will be **\$124,000**. The past service cost must be paid in a lump sum. This amount will be included in the Town's February 1, 2022 Annual Invoice.

Please return the completed documents to the attention of: **'Member & Employer Services Bureau mail drop 5-3'**. For additional information regarding this matter, contact Rachel MacVean at (518) 474-0167.

Sincerely,

Kimberly Zeto

Kimberly Zeto
Director
Member & Employer Services Bureau

KZ:RMV

Enclosures

cc: Ms. Janice Ganley, Supervisor of Fiscal Services



Received Date

Empty box for Received Date

Affidavit for Chapter 544, Laws of 2021

Please type or print clearly in blue or black ink

Employer Location Code

3 0 0 2 6

STATE OF NEW YORK,)
) SS:
COUNTY OF _____)

I, _____, being duly sworn, deposes and says that:

- 1. (S)He is the chief fiscal officer of the Town of Orangetown.
2. The regular fiscal year of said employer begins on _____ and ends on _____.
3. The governing board of said participating employer has elected to reopen the Retirement Plan Section 384-d , as set forth in Chapter 544 of the Laws of 2021.
4. Said employer has been advised by the Retirement System of the estimated cost of Chapter 544 of the Laws of 2021
The estimated additional annual cost will be \$ 41,000 .
The past service cost will be \$124,000 , paid as one installment.
5. Said estimated additional annual cost has been appropriated in the budget for said fiscal year and is available for such payment.
6. The employer will appropriate the additional amount necessary to fund the past service cost related to Chapter 544 of the Laws of 2021 in one annual payment as part of the Annual Invoice.

Signature of the Chief Fiscal Officer _____

ACKNOWLEDGEMENT TO BE COMPLETED BY A NOTARY PUBLIC

State of _____ County of _____ On the _____ day of _____ in the year

before me, the undersigned, personally appeared _____

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC (Please sign and affix stamp)

WARRANT

Warrant Reference	Warrant #	Amount
Approved for payment in the amount of		
	112921	\$ 218,408.92
	121421	\$ 743,390.03
	Total	\$ 961,798.95

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: 12/9/2021
CC: DEPARTMENT HEADS



The audit for the Town Board Meeting of 12/14/2021 consists of 2 warrants for a total of \$961,798.95.

The first warrant had 60 vouchers for \$218,408 and was for utilities.

The second warrant had 164 vouchers for \$743,390 and had the following items of interest.

1. Applied Golf (p5) - \$74,700 for Blue Hill management contract.
2. Applied Golf (p5) - \$29,750 for Broadacres management contract.
3. Barclay Damon LLP (p8) - \$61,435 for Pfizer tax Cartioari defense.
4. Beckerle Lumber (p11) - \$5,633 for supplies.
5. Capasso & Sons (p14) - \$74,301 for recycling.
6. Collier's Engineering & Design (p15) - \$38,533 traffic signal project.
7. Global Montello. (p22) - \$19,705 for fuel.
8. Goosetown Enterprises (p23) - \$6,250 for Police equipment leases.
9. Hauser Brothers (p25) - \$13,348 for HVAC repairs.
10. Hydra-Numatic Sales (p26) - \$16,658 for pump station repairs.
11. Keane & Beane (p29) - \$7,470 for outside legal counsel.
12. Montana Contracting (p33) - \$9,775 for escrow release.
13. Morano Brothers (p33) - \$151,552 for N. Middletown Rd. project.
14. Northern Supply Inc. (p34) - \$5,980 for Highway equipment.
15. Radwell International (p37) - \$9,760 for sewer emergency repair.
16. RCSWM (p39) - \$6,522 for waste disposal.

17. Schultz Ford (p45) - \$38,512 for police vehicle replacement (insurance).
18. Shi International (p46) - \$5,539 for IT security.
19. South Orangetown Central School District (p48) - \$48,929 for Pool rental.
20. Tilcon NY (p55) - \$12,925 for highway materials.
21. Verde Electric (p56) - \$5,075 for traffic signal maintenance contract.

Please feel free to contact me with any questions or comments.

Jeffrey W. Bencik, CFA

845-359-5100 x2204