

*Donald Brenner, P.E., LL.B.*

*Attorney-At-Law • Professional Engineer*

*4 Independence Avenue, Tappan, New York 10983*

*Phone 845-359-2210*

*Fax 845-359-8070*

April 15, 2024

Supervisor Teresa Kenny, Esq.  
Members of the Town Board  
Town of Orangetown  
26 West Orangeburg Road  
Orangeburg, New York 10962

TOWN OF ORANGETOWN  
2024 APR 16 A 8:58  
TOWN CLERK'S OFFICE

Re: Petition for Amendment to Zoning Ordinance  
Western Hwy and Ellsworth Dr.  
In the Hamlet of Blauvelt  
Section 70.05, Block 1 and Lot(s) 14.1, 14.2, 17.1  
Professional Services  
24-1431D-5B(1)

Dear Supervisor Kenny and Members of the Town Board:

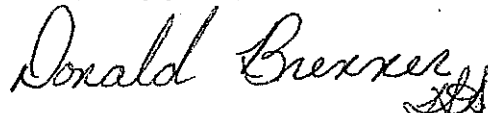
My clients Hegarty Homes, Inc. and Hudson Valley Nursery, Inc. are attempting to develop a parcel of land located at Western Hwy and Ellsworth Drive, Blauvelt, New York 10913 for uniform residential housing.

Accordingly, I enclose (1) a Petition for Amendment to the Zoning Ordinance of the Town of Orangetown from an "R-80 District to an "R-15" District.

The client respectfully requests that this matter be placed on the next Town Board Agenda for final consideration.

If you require additional information feel free to call me.

Very truly yours,



Donald Brenner

DB/hi

Enclosures

cc: Town Attorney  
Town Clerk  
Hagerty Homes, Inc.  
Hudson Valley Nursery, Inc.

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

TOWN OF ORANGETOWN  
2021 JUN 19 A 9:58  
TOWN CLERK'S OFFICE

-----X  
IN THE MATTER OF THE  
PETITION OF  
HEGARTY HOMES, INC.  
AND  
HUDSON VALLEY NURSERY, INC.  
AMENDMENT TO THE ZONING ORDINANCE  
OF THE TOWN OF ORANGETOWN FROM AN  
"R-80" DISTRICT TO AN "R-15" DISTRICT  
-----X

PETITION

TO THE TOWN BOARD OF  
THE TOWN OF ORANGETOWN

The undersigned petitioner respectfully petitions your Honorable Board as follows:

FIRST:

HEGARTY HOMES, INC. and HUDSON VALLEY NURSERY, INC., whose principal place of business is located at 75 Michael Roberts Court, Pearl River, NY 10965, are the owners of properties located at Western Highway and Ellsworth Drive in the hamlet of Blauvelt, more particularly bounded and described in Addendum "A" annexed hereto.

SECOND:

The properties described in Addendum "A" are known and designated on the Tax Map of the Town of Orangetown as:

<u>Section</u>	<u>Block</u>	<u>Lot</u>
70.05	1	14.1
70.05	1	14.2
70.05	1	17.1

THIRD:

Annexed hereto and marked Exhibit "A" is a copy of the Vicinity and Zoning Area Map; and Exhibit "B" is a copy of the Tax Lots which are the subject of the Petition and of the surrounding parcels.

FOURTH:

Annexed hereto and marked Addendum "B" is a list of names and addresses of all owners owning property within 500 feet of the properties which are the subject of this application as the same appears on the tax roll of the Town of Orangetown.

FIFTH:

That the properties which are the subject of this Petition comprise approximately 6.950 acres.

SIXTH:

Said properties are presently zoned R-80.

SEVENTH:

Pursuant to the Town Law of the State of New York, and the Zoning Ordinance of the Town of Orangetown, petitioners hereby request that the Zoning Ordinance be amended to place the aforesaid real property, as described and shown in Exhibit "B," in an R-15 Zoning

District which would allow the development of uniform residential housing under the requirements of that zone. (See Exhibit "C" and Exhibit "D")

EIGHTH:

That said proposed change would be compatible with the present and proposed uses of the adjoining and neighboring properties. Further, this would be the most practical way, economically and beneficially, in which the property could be utilized.

NINTH:

That said proposed use would be in the public interest of the residents of the Town of Orangetown in that:

- (a) the development of the property under an R-15 Zone would establish a substantial tax ratable for the Town of Orangetown;
- (b) the development of the property under an R-15 Zone would fill a need for the residents of the Town of Orangetown;
- (c) the development of the property under an R-15 Zone would be consistent with the general character of the immediate area surrounding the subject premises, which is principally residential.
- (d) the development of the parcel under an R-15 Zone would permit the developers to install needed water and sewer facilities to this area;
- (e) the granting of such relief as is sought in this Petition will be the most appropriate use of the subject parcel, and will promote the general health and welfare of the community, will preserve property values and will be beneficial to the owners.

TENTH:

That the parcel which is the subject of this Petition can best be developed under the proposed R-15 Zone.

ELEVENTH:

That the subject premises are not within 500 feet of any of the following:

(a) any county or state park or recreation area;

(b) any right-of-way of any county or state park or recreation area, expressway, or other limited access highway;

(c) any county or state owned land on which a public building or institution is situated.

WHEREFORE, petitioner respectfully prays that your Honorable Board take such steps and such action as may be necessary to grant the relief sought in this Petition.

Dated: April 12<sup>th</sup>, 2024

Respectfully submitted,

HEGARTY HOMES, INC.

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

*Edmund Lane*

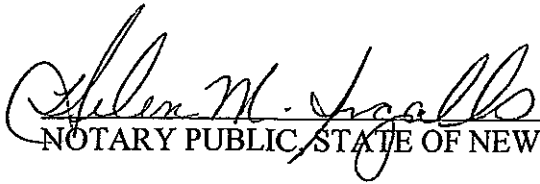
HUDSON VALLEY NURSERY, INC.

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

*Edmund Lane*

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

On this 12<sup>th</sup> day of April in the year 2024, before me the undersigned, a notary public in and for said state, personally appeared **EDMUND LANE**, 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, STATE OF NEW YORK

HELEN M. INGALLS NOTARY PUBLIC, STATE OF NEW YORK Registration No. 01IN6129380 Qualified in Rockland County Commission Expires June 20, 20 <u>25</u>
--

# **ADDENDUM "A"**

## ADDENDUM "A"

21916

### Schedule "A"

Tax Lots 70.05-1-14.1, 70.05-1-14.2, 70.05-1-17.1

#### Overall Description

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

BEGINNING at a point the northeasterly corner of Lot #2 as shown on a subdivision plat entitled "Hudson Valley Estates," said plat having been filed in the Rockland County Clerk's Office as Map #7173, said point lying on the westerly line of North Western Highway, as widened as shown on said map, and running thence:

1. Along said westerly line of North Western Highway, as widened, S 10°43'22" E distant 10.97 feet; thence
2. Along the same, S 24°18'22" E distant 676.45 feet; thence
3. Along the westerly line of Old Western Highway, S 01°45'56" E distant 199.01 feet (200.37 feet per Filed Map #7173) to the southeast corner of the parcel herein described; thence
4. Along the northerly line of Lands n/f O'Rourke (Tax Lot 70.09-1-50), generally along a stone wall, N 83°24'47" W distant 184.69 feet to an iron pipe; thence
5. Along the northerly line of lands n/f Buckley (Tax Lot 70.09-1-37) generally along a stone wall, N 81°29'30" W distant 170.49 feet to an iron pin; thence
6. Along the terminus of a "tee" turnaround, the following three (3) courses and distances:
  - a. N 08°30'30" E distant 25.00 feet; thence
  - b. N 81°29'30" W distant 100.00 feet; thence
  - c. S 08°30'30" W distant 25.12 feet to a stone wall and the northerly line of lands n/f Fitzpatrick (Tax Lot 70.09-1-36); thence
7. Along the northerly line of said lands n/f Fitzpatrick, N 81°46'45" W distant 68.02 feet to the southwest corner of the parcel herein described; thence
8. Along the easterly line of lands n/f Corwick Realty Corp., (Tax Lot 70.05-1-17.2), N 07°27'33" E distant 389.82 feet (394.08 feet per Filed Map #7172); thence
9. Still along same, N 84°41'38" E distant 93.78 feet; thence
10. Still along same, N 24°18'22" W distant 440.21 feet to the southerly line of lands n/f Macy (Tax Lot 70.05-1-11); thence
11. Along the southerly line of said lands n/f Macy, and generally along a stone wall, S 81°19'54" E distant 272.02, to the point or place of BEGINNING.

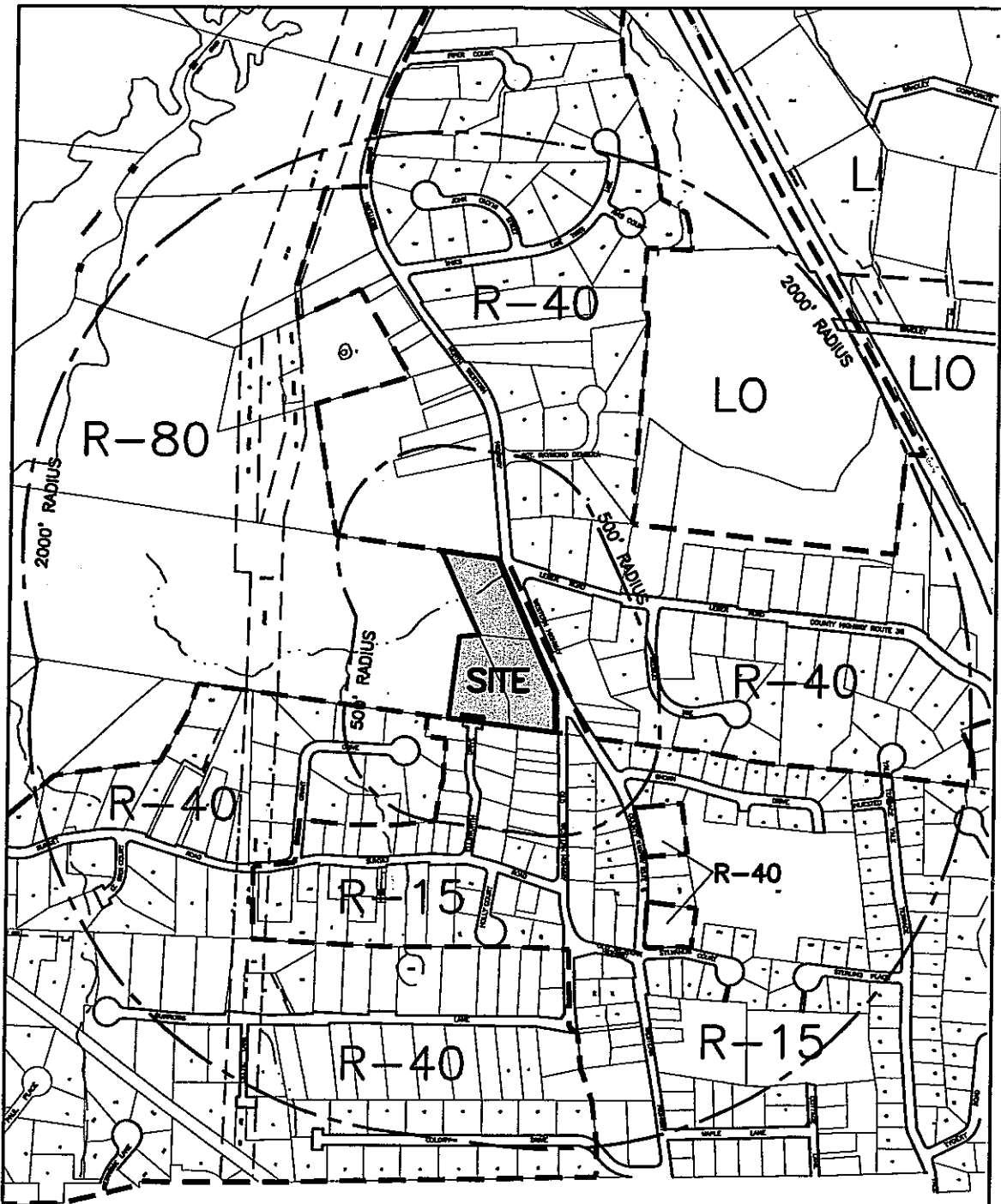
Note that the bearings and distances along the southerly boundary of the property described herein for courses #4, #5, #6, and #7 have been adjusted from those shown on Filed Maps #7173 and #7172 in order to match the adjoining deeds for properties to the south and the description of Ellsworth Drive without overlap or gore.



# **ADDENDUM "B"**

SWIS	PRINT KEY	NAME	ADDRESS
392489	70.05-1-12	Addolorata Rinaldi	10 Leber Rd,Blauvelt, NY 10913
392489	70.05-1-13	Jose L Bermudez	22 Leber Rd,Blauvelt, NY 10913
392489	70.05-1-14.1	Hegarty Homes LLC	75 Michael Roberts Dr,Pearl River, NY 10965
392489	70.05-1-14.2	Hudson Valley Nursery Inc	64 Central School Rd,Wantage, NJ 07641
392489	70.05-1-17.1	Hegarty Homes LLC	75 Michael Roberts Dr,Pearl River, NY 10965
392489	70.06-1-25	Salina N Nordstrom	3 Redbud Ln,Blauvelt, NY 10913
392489	70.06-1-26	Dennis Kieman	2 Redbud Ln,Blauvelt, NY 10983
392489	70.06-1-27	Thomas F Rooney	675 Western Hwy,Blauvelt, NY 10913
392489	70.06-1-28	Ronald Pastore	679 Western Hwy,Blauvelt, NY 10913
392489	70.06-1-29	Donald H Gabel Jr	683 Western Hwy,Blauvelt, NY 10913
392489	70.06-1-30	Michael Talone	693 Western Hwy,Blauvelt, NY 10913
392489	70.06-1-31	Alfredo Zaldivar	29 Leber Rd,Blauvelt, NY 10913
392489	70.06-1-32	Jarrod Esposito	37 Leber Rd,Blauvelt, NY 10913
392489	70.06-1-33	Patrick Mulvihill	1 Redbud Ln,Blauvelt, NY 10913
392489	70.06-1-34	C Scott Vanderhoef	51 Leber Rd,Blauvelt, NY 10913
392489	70.06-1-55	Qiong Li	36 Leber Rd,Blauvelt, NY 10913
392489	70.09-1-20	Lalu Varughese	27 Milton Grant Dr,Blauvelt, NY 10913
392489	70.09-1-21	James J Hayes Jr	30 Milton Grant Dr,Blauvelt, NY 10913
392489	70.09-1-33	Laurence DeCaro	19 Ellsworth Dr,Blauvelt, NY 10913
392489	70.09-1-34	Ronald J Harmon	25 Ellsworth Dr,Blauvelt, NY 10913
392489	70.09-1-35	Anton Usic	33 Ellsworth Dr,Blauvelt, NY 10913
392489	70.09-1-36	John C Fitzpatrick	35 Ellsworth Dr,Blauvelt, NY 10913
392489	70.09-1-37	Dennis Buckley	36 Ellsworth Dr,Blauvelt, NY 10913
392489	70.09-1-38	Thomas Shalvey	34 Ellsworth Dr,Blauvelt, NY 10913
392489	70.09-1-39	James J Mc Caffrey Jr	28 Ellsworth Dr,Blauvelt, NY 10913
392489	70.09-1-40	Joseph Kennedy	18 Ellsworth Dr,Blauvelt, NY 10913
392489	70.09-1-45	Frederick J Vero	79 Old Western Hwy,Blauvelt, NY 10913
392489	70.09-1-46	David Kosberg	81 Old Western Hwy,Blauvelt, NY 10913
392489	70.09-1-47	Steven Weiss	83 Old Western Hwy,Blauvelt, NY 10913
392489	70.09-1-48	Paul K Silva	89 Old Western Hwy,Blauvelt, NY 10913
392489	70.09-1-49	Michael Klomberg	91 Old Western Hwy,Blauvelt, NY 10913
392489	70.09-1-50	Christopher M O'Rourke	646 Gilbert Ave,Pearl River, NY 10965
392489	70.09-1-51	Town Of Orangetown	26 Oranburg Rd,Orangeburg, NY 10962
392489	70.09-1-52	Brian Segarra	102 Old Western Hwy,Blauvelt, NY 10913
392489	70.09-1-53	Josef Schmutzer	100 Old Western Hwy,Blauvelt, NY 10913
392489	70.09-1-54	Paul Kaczmarczyk	80 Old Western Hwy,Blauvelt, NY 10913
392489	70.09-1-65	Patrick O'Connor	668 Western Hwy,Blauvelt, NY 10913
392489	70.10-1-1	Jenna Isker	2 Shorn Dr,Blauvelt, NY 10983
392489	70.10-1-2	Howard Suckle	4 Shorn Dr,Blauvelt, NY 10913

**EXHIBIT "A"**



## EXHIBIT "A"

# VICINITY AND ZONING MAP

DESIGNED DB  
 DRAWN LDW  
 CHECKED JAG  
 APPROVED JAG

DATE  
 04/03/24

SCALE  
 1"=800'

**JAY A. GREENWELL, PLS, LLC**  
 LAND SURVEYING - LAND PLANNING  
 34 WAYNE AVENUE, SUFFERN, NEW YORK, 10901  
 PHONE 845-357-0830 GREENWELLPLS@AOL.COM

PROJECT:  
 HEGARTY HOMES, INC  
 TOWN OF ORANGETOWN  
 ROCKLAND COUNTY, NY

CLIENT:  
 HUDSON VALLEY  
 NURSERY INC  
 &  
 HEGARTY HOMES INC



**EXHIBIT "B"**

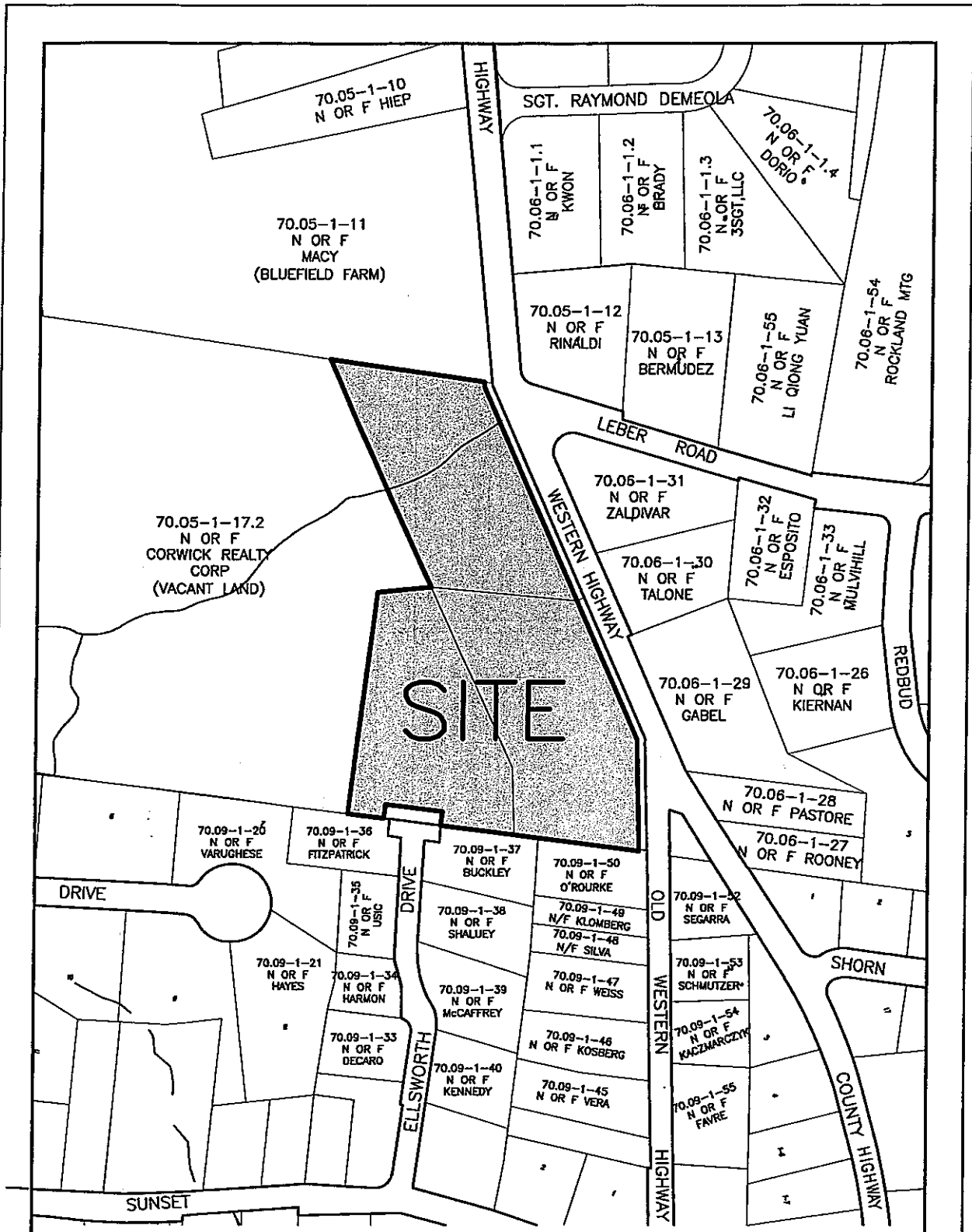


EXHIBIT "B"

MAP OF TAX LOT  
FOR ZONE CHANGE

DESIGNED DB  
DRAWN LDW  
CHECKED JAC  
APPROVED JAG  
  
DATE  
04/03/24

SCALE  
1"=200'

**JAY A. GREENWELL, PLS, LLC**  
LAND SURVEYING - LAND PLANNING  
34 WAYNE AVENUE, SUFFERN, NEW YORK, 10901  
PHONE 845-337-0830 GREENWELLPLS@GMAIL.COM

PROJECT:  
HEGARTY HOMES, INC  
TOWN OF ORANGETOWN  
ROCKLAND COUNTY, NY

CLIENT:  
HUDSON VALLEY  
NURSERY INC  
&  
HEGARTY HOMES INC.



**EXHIBIT "C"**

ZONING

43 Attachment 13

Town of Orangetown  
Table of General Bulk Regulations  
(§ 3.12)  
R-80 District  
R-40 District  
R-22 District  
R-15 District

[Amended 9-27-2016 by L.L. No. 9-2016; 5-23-2017 by L.L. No. 6-2017]

1	2	3	4	5	6	7	8	9	10	11	12
District	Group	For Uses Listed Below	Maximum Floor Area Ratio	Minimum Lot Area (See Note 14) (square feet)	Minimum Lot Width (feet)	Minimum Street Frontage (See Note 5) (feet)	Required Front Yard (See Notes 6 and 7) (feet)	Required Side Yard (See Note 2) (feet)	Total Side Yard (feet)	Required Rear Yard (See Note 2) (feet)	Maximum Building Height* (See Note 7)
R-15	M	Single-family detached residences and uses in Group B	0.20	15,000	100	75	30	20	50	35	1 foot
	M1	Same as Group B	0.20	3 acres	200	150	60	40	80	50	1 foot
	N	Attached veteran housing and single-family attached residences for adults in buildings not more than 2 stories high**	0.20 (See Note 13)	See Note 13	100	75	30	30	75	35	8 inches
	O	All other uses allowed in R-15 (See Notes 3 and 13)	0.20	30,000	250	100	100	75	200	100	3 inches
	P	Police, fire, government buildings	None	None	None	50	100	100	200	100	None

NOTES:

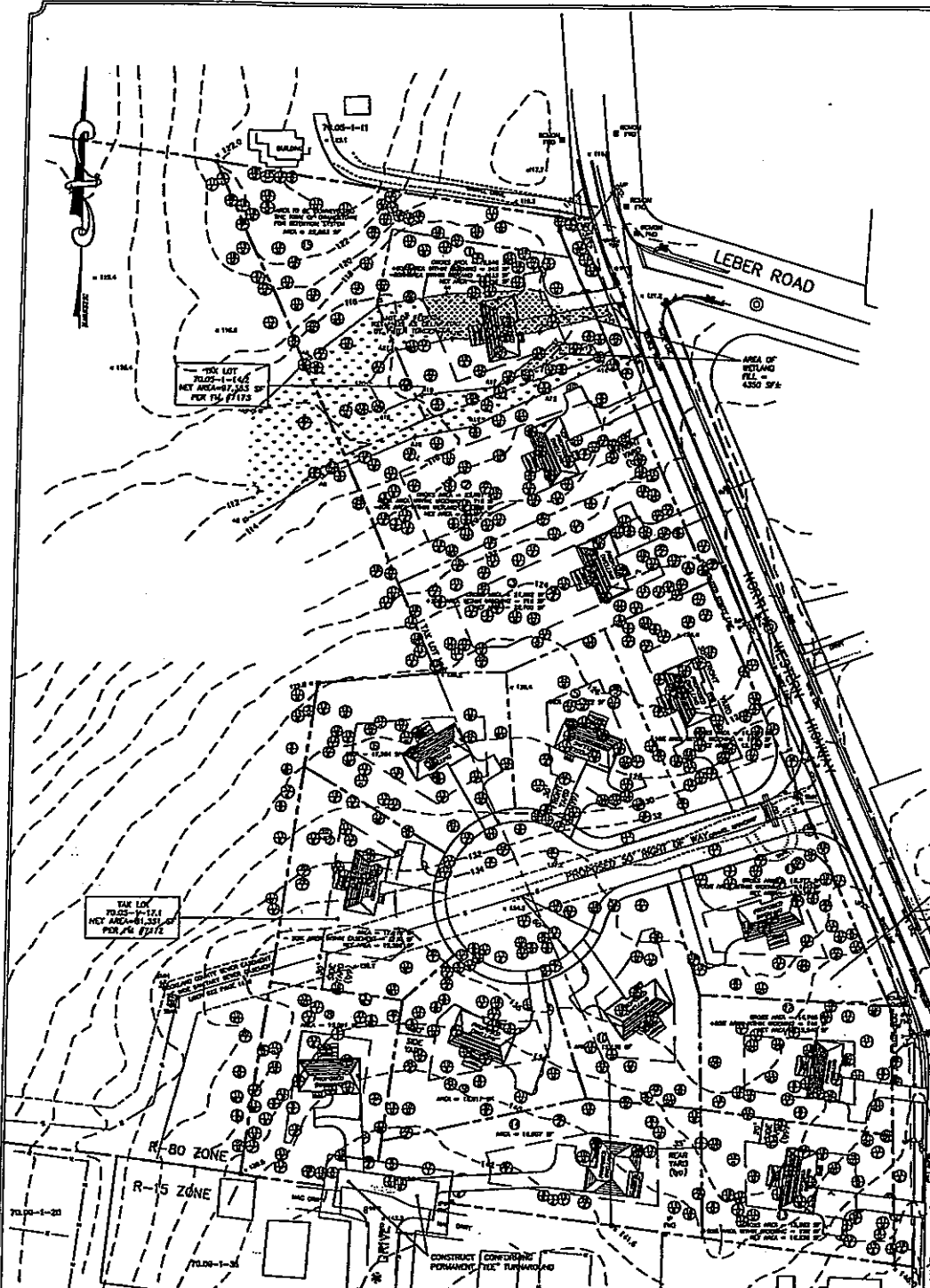
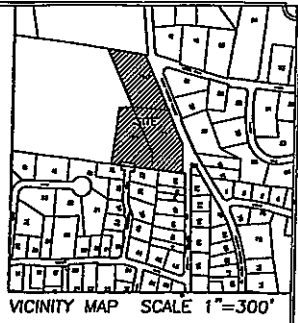
\* Maximum height in feet and inches per foot from lot line.

\*\* Not more than five dwelling units per acre for adult housing on a minimum of five acres.

\*\*\* The limitations of Note 13 shall not apply to attached veteran housing to the extent same impose limits or requirements relating to bedroom count or prior construction within 500 feet.



**EXHIBIT "D"**



TAX LOT 7023-1-14.1  
NET AREA=101,852 SF  
FOR PL #1123

TAX LOT 7023-1-14.1  
NET AREA=101,852 SF  
FOR PL #1123

- PRICE LEGEND**
1. SIZE IN INCHES BARRETT OR SHOWN AS DIMENSIONS  
LETTER INDICATES TREE TYPE (SEE BELOW)  
BIDDING MARKET (L) (S) INDICATES TREY/TREY
- A - ABE
  - B - BACH
  - BC - BEECH
  - C - CHERRY
  - D - OAK
  - E - HICKORY
  - F - LINCOLN
  - G - OAK
  - H - BIRCH
  - I - PINE
  - J - SPICE
  - K - PINE
  - L - BIRCH
  - M - SHADBLOW
  - N - YEW
  - O - BIRCH
  - P - MULBERRY

- LEGEND**
- 10' --- CONTOUR
  - 20' --- SPOT GRADE
  - 30' --- CATCH BASIN/YIELD W/LET
  - 40' --- DRAIN LINE
  - 50' --- SANITARY MANHOLE / PIP
  - 60' --- EDGE OF PAVED/PT
  - 70' --- CONCRETE CURB
  - 80' --- GAS LINE / VALVE
  - 90' --- WATER LINE / VALVE
  - 100' --- UTILITY POLE
  - 110' --- LIGHT POLE
  - 120' --- OVERHEAD WIRE
  - 130' --- UNDERGROUND ELECTRIC

GROUP	NO. OF LOTS	MIN. LOT AREA	MIN. STREET FRONTAGE	MIN. FRONT YARD	MIN. SIDE YARD	MIN. REAR YARD	MIN. SIDE SETBACK	MIN. FRONT SETBACK	MIN. FAR.
REQUIRED	12,000 SF	100 FT	75 FT	30 FT	30 FT	30 FT	5 FEET	0.30	

### Exhibit "D"

DATE	REVISIONS	<p><b>SUBDIVISION R-15</b></p> <p><b>HUDSON VALLEY NURSERY INC &amp; HEGARTY HOMES INC.</b></p> <p>TOWN OF ORANGETOWN ROCKLAND COUNTY, NEW YORK</p> <p><b>JAY A. GREENWELL, PLS, LLC</b></p> <p>LAND SURVEYING - LAND PLANNING</p> <p>85 LAFAYETTE AVENUE, SUFFERN, NEW YORK, 10981</p>	TAX LOT # (SEE ABOVE)
DESIGNED JAC	DRAWN JAC		AREA 280,722 SF
CHECKED JAC	APPROVED JAC	8.44 AC±	FILE 21916CONCP
		SCALE 1"=100'	DATE 3/23/24
			JOB NO. 21016

**DEPARTMENT OF PLANNING**

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

**Douglas J. Schuetz**  
*Acting Commissioner*

**Richard M. Schiafo**  
*Deputy Commissioner*

September 10, 2024

Orangetown Town Board  
20 Greenbush Road  
Orangeburg, NY 10962

**Tax Data:** 70.05-1-14.2, 70.05-1-17.1, 70.05-1-14.1

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

**Map Date:** 03/27/2024

**Date Review Received:** 07/12/2024

**Item:** *38 Ellsworth Drive (GML-24-0113)*

A zoning map amendment to change the zoning of 6.52 acres in the R-80 (Rural Residence) zoning district to the R-15 (Medium Density Residential) district to create a 14-lot subdivision with a single-family dwelling on each lot. There are federally regulated wetlands on the northern section of the subject site. West side of Western Highway, from Leber Road to Old Western Highway, and northern end of Ellsworth Drive

**Reason for Referral:**

County Route 36 - Leber Rd, County Route 15 - Western Hwy

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

***Recommend the Following Modifications***

- 1 The proposed zone change will reduce the minimum required lot size for a single-family home from 80,000 square feet to 15,000 square feet, increasing the maximum allowed density permitted on this tract of land. It is recommended that a traffic study be completed to determine the impact of the maximum potential increase in dwelling units on the adjoining County Highways and nearby local roadways.
- 2 The parcel in question is located directly along County Route 15. The Rockland County Highway Department must be given the opportunity to provide their input on the proposed zone change.
- 3 The subdivision plat (Exhibit "D") is undersized and difficult to read. The documents provided with the zoning petition should be sufficiently scaled so that they are legible.
- 4 We request the opportunity to review the subdivision application for the proposed dwellings, as required by

**38 Ellsworth Drive (GML-24-0113)**

Section 239 n of the NYS General Municipal Law.

- 5 According to the Hudson River Natural Resources Mapper (<https://gisservices.dec.ny.gov/gis/hvnm/>), and as is indicated on the Full EAF, there are 1.25 acres of federally regulated freshwater forested/shrub wetlands in the northern section on the subject property. A review must be completed by the United States Army Corps of Engineers and all required permits obtained. Any Federal wetlands must be delineated on the subdivision plat. If the US Army Corps of Engineers requires a permit pursuant to Section 404 of the Clean Water Act for the discharge to fill in Waters of the U.S., then a Section 401 Water Quality Certification (WQC) will be required to verify compliance with State water quality regulations. Issuance of these certifications is delegated in New York State to the NYSDEC. If the project qualifies for a Nationwide Permit, it may be eligible for coverage under a DEC Blanket WQC. Coverage under a Blanket requires compliance with all conditions for the corresponding Nationwide Permit. For more information and to view the DEC Blanket WQCs, please visit <https://dec.ny.gov/regulatory/permits-licenses/waterways-coastlines-wetlands/protection-of-waters-program> The Town Board must be satisfied that there are no negative impacts to the wetlands, or any wetland buffers and measures are taken to minimize the impacts to sensitive environmental resources on this site.
- 6 The Town Board must be satisfied that this zone change is consistent with the Town's most recent Comprehensive Plan.
- 7 Pursuant to General Municipal Law (GML) Section 239-m and 239-n, if any of the conditions of this GML review are overridden by the board, then the local land use board must file a report with the County Commissioner of Planning of the final action taken. If the final action is contrary to the recommendation of the Commissioner, the local land use board must state the reasons for such action.
- 8 In addition, pursuant to Executive Order 01-2017 signed by County Executive Day on May 22, 2017, County departments are prohibited from issuing a County permit, license, or approval until the report is filed with the County Commissioner of Planning. The applicant must provide to any County agency which has jurisdiction of the project: 1) a copy of the Commissioner report approving the proposed action; or 2) a copy of the Commissioner of Planning recommendations to modify or disapprove the proposed action, and a certified copy of the land use board statement overriding the recommendations to modify or disapprove, and the stated reasons for the land use board's override.
- 9 The following additional comment is offered strictly as an observation and is not part of our General Municipal Law (GML) review. The Board may have already addressed this point or may disregard it without any formal vote under the GML process:
  - 9.1 The GML referral form indicates that the subject parcel is within 500 feet of 'Village, Town, County or State Boundary'. Based on our records the only reason for this referral is the proximity to the County Roads as indicated above.

---

Douglas J. Schuetz  
Acting Commissioner of Planning

cc: Supervisor Teresa Kenny, Orangetown  
Rockland County Highway Department  
Rockland County Planning Board  
United States Army Corps of Engineers  
Jay A. Greenwell, PLS, LLC

### **38 Ellsworth Drive (GML-24-0113)**

\*New York State General Municipal Law § 239(5) requires a vote of a 'majority plus one' of your agency to act contrary to the above findings.

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

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

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

*Donald Brenner, P.E., LL.B.*

*Attorney-At-Law • Professional Engineer  
4 Independence Avenue, Tappan, New York 10983*

*Phone 845-359-2210*

*Fax 845-359-8070*

**MEMORANDUM**

**TO:** Rosanna Sfraga, Town Clerk

**CC:** Robert Magrino, Town Attorney  
Edmund Lane

**FROM:** Donald Brenner

**DATE:** December 6, 2024

**RE:** Zone Change  
Western Hwy and Ellsworth Dr.  
In the Hamlet of Blauvelt  
Section 70.15, Block 1 and Lot(s) 14.1, 14.2, 17.1  
24-1431D-6A

---

As related to the zone change hearing scheduled on December 17, 2024, enclosed herewith please find 3 copies of a traffic study the Board requested.

DB/hi

Z:\Docs\1 - Client\1431D-6A - Ellsworth Drive Estate - Zone Change\MEMO - Town Clerk encl. traffic study 12.6.24.wpd

TOWN BOARD  
TOWN OF ORANGETOWN

HEGARTY HOMES, INC

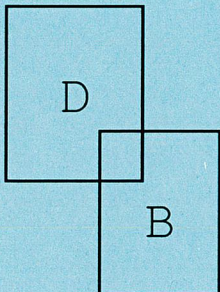
AND

HUDSON VALLEY NURSERY, INC.

WESTERN HIGHWAY and ELLSWORTH DRIVE  
IN THE HAMLET OF BLAUVELT

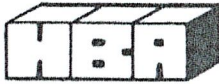
TRAFFIC STUDY  
(Harry Baker & Associates)

DECEMBER 2024



DONALD BRENNER, P.E., LL.B.

4 INDEPENDENCE AVENUE, TAPPAN, NEW YORK 10983 (845) 359-2210



November 30, 2024

Town Board of the Town of Orangetown.  
26 Orangeburg Road  
Orangeburg, NY 10962

**Re: Traffic Report for Zone Change – Western Highway and Ellsworth Drive**

Dear Town Board Members:

The Honorable Board has a petition before them for property located at Western Hwy and Ellsworth Dr. in the Hamlet of Blauvelt in Section 70.15, Block 1 and Lot(s) 14.1, 14.2, 17.1 24-1431D-6A to change the zone from R-80 to R-15. Under this proposal, the owner would be permitted to construct 12 lots as opposed to three lots. To determine the impact to Western Highway, we calculated the number of vehicle trips that would be generated by the R-80 and R-15 zoning. The comparison is shown in the tables below

<b>TABLE 1- Calculation of Weekday Peak Hour Trips</b>	
Single Family Detached Housing (Land Use 210) – 3 units R-80 Zoning	
Morning Peak Hour	Afternoon Peak Hour
Total Trips = $1.00 \times 3 \text{ units} = 3 \text{ trips}$	Total Trips = $1.67 \times 3 \text{ units} = 5 \text{ trips}$
Trips Entering = $0.26 \times 2 \text{ trips} = 1 \text{ trip}$	Trips Entering = $0.63 \times 5 \text{ trips} = 3 \text{ trips}$
Trips Exiting = $0.74 \times 2 \text{ trips} = 2 \text{ trips}$	Trips Exiting = $0.37 \times 5 \text{ trips} = 2 \text{ trips}$

<b>TABLE 2- Calculation of Weekday Peak Hour Trips</b>	
Single Family Detached Housing (Land Use 210) – 12 units R-15 Zoning	
Morning Peak Hour	Afternoon Peak Hour
Total Trips = $0.92 \times 12 \text{ units} = 11 \text{ trips}$	Total Trips = $1.17 \times 12 \text{ units} = 14 \text{ trips}$
Trips Entering = $0.26 \times 11 \text{ trips} = 3 \text{ trips}$	Trips Entering = $0.63 \times 14 \text{ trips} = 9 \text{ trips}$
Trips Exiting = $0.74 \times 11 \text{ trips} = 8 \text{ trips}$	Trips Exiting = $0.37 \times 14 \text{ trips} = 5 \text{ trips}$

To determine the impact to the traffic conditions to Western Highway, we found on the NYSDOT Traffic Viewer site, Count Station 850104 which is located adjacent to the proposed site. In 2023, the Average Annual Daily Traffic (AADT) was 3,257 and the northbound AADT as 1,696 and the southbound AADT was 1,650.

We then were able to find the 2023 northbound and southbound hourly counts for this location. **Table 3** summarizes the traffic volumes from 7 am to 9 am and 4 pm to 6 pm for the northbound and southbound directions.

<b>TABLE 3 - Weekday Peak Hour Traffic Volumes</b>		
	Northbound	Southbound
7 am	88	100
8 am	101	135
9 am	111	132
4 pm	149	127
5 pm	136	125
6 pm	113	99



The Board of the Town of Orangeburg  
 Re: Traffic Report for Zone Change – Western Highway and Ellsworth Drive  
 November 30, 2024

To determine the percentage of the increase in traffic for each hour, we added the proposed vehicle trips for each condition to the existing traffic and then calculated the percentage increase. **Table 4** shows the percentage increase for each hour for the existing zoning. We have assumed that half the traffic will proceed northbound and half southbound on Western Highway.

<b>TABLE 4 - Weekday Percentage Increase in Traffic – Existing Zone</b>		
	Northbound	Southbound
7 am	1.15%	1.00%
8 am	0.99%	0.735%
9 am	0.90%	0.760%
%4 pm	1.005%	1.18%
5 pm	1.10%	1.20%
6 pm	1.325%	1.515%

**Table 5** shows the percentage increase for each hour for the proposed zoning. We have assumed that half the traffic will proceed northbound and half southbound on Western Highway.

<b>TABLE 5 - Weekday Percentage Increase in Traffic – Proposed Zone</b>		
	Northbound	Southbound
7 am	6.82%	5.00%
8 am	5.94%	3.70%
9 am	5.41%	3.79%
4 pm	4.70%	5.51%
5 pm	5.15%	5.60%
6 pm	6.19%	7.07%

As shown in **Table 5**, the percentage increases are small and the drivers on Western Highway would not see an degradation of the traffic Level of Service.

The project layout shows that five homes would have direct access to Western Highway while the remaining seven would be from a new street that would be a cul-de-sac. The intersection sight distance requirement based on the 85<sup>th</sup> percentile speed of 42 mph is as follows:

- Case B1 – Left Turn from stop – 457.5 feet
- Case B2 – Right Turn from Stop – 403 feet
- Base F – Left Turn from Major Road – 341 feet

The stopping sight distance required is 327 feet. These distances should be checked in the field. There shall be no shrubbery within the sight triangle that is higher than two feet. Preferably, there should be no shrubbery or landscaping within the sight triangle.

The Board of the Town of Orangeburg  
Re: Traffic Report for Zone Change – Western Highway and Ellsworth Drive  
November 30, 2024

**CONCLUSION**

The proposed zone change will generate a minimal number of additional vehicle trips. The change to the Level of Service on Western Highway will be negligible and not noticed by drivers using this section of Western Highway.

Sincerely yours,

*Harry Baker*

Harry Baker

Cc: Donald Brenner, P.E. Esq.

**LOCAL LAW NO. \_\_ OF 2025, AMENDING CHAPTER  
18 OF THE TOWN CODE OF THE TOWN OF  
ORANGETOWN ENTITLED “HAWKING AND  
PEDDLING” TO ADDRESS UPDATED TO THE “DO  
NOT KNOCK REGISTRY”**

BE IT ENACTED BY THE TOWN BOARD OF THE TOWN OF ORANGETOWN AS FOLLOWS:

As amended, additions are underlined, ~~deletions are stricken~~.]

**Section 1 – Chapter 18 of the Code of the Town of Orangetown entitled Hawking and Peddling is amended to read as follows:**

**§ 18-13. Do Not Knock Registry. [Added 4-12-2016 by L.L. No. 3-2016<sup>1</sup>]**

- A. The Town Clerk shall prepare and maintain a list of addresses where the owner and/or occupant has notified the Clerk that hawking and peddling is not desired (hereinafter referred to as the "Do Not Knock Registry"). Notification shall be by completion of a form available at the Town Clerk's office during normal business hours. The list shall be updated as needed by the Town Clerk.
- B. Any owner and/or occupant requesting to be enrolled on the Do Not Knock Registry, pursuant to Subsection A hereof, may also obtain from the Town Clerk a decal for display at his/her/its premises, reflecting the premises enrollment on the Do Not Knock Registry. The decal need not be displayed at the subject property in order for the provisions of this Chapter to be effective or enforceable.
- C. The Town Clerk shall make available the then-current-Do Not Knock Registry to all licensees at the time the license to hawk and peddle is issued or renewed pursuant to the provisions of this chapter, as well as maintain the registry on the Town of Orangetown website or other publicly accessible media site maintained by the Town as determined by the Town Clerk. In addition, all licensees shall be required to consult, honor and adhere to the most current list of the Do Not Knock Registry on the Town of Orangetown website or other accessible media site maintained by the Town, and as such Registry may be updated periodically by the Town Clerk's Office. It is the responsibility of the licensee to consult the most current list on the Town website or other publicly accessible media site, or consult with the Town Clerk's Office for the most current list, either in person, by phone, or via electronic mail, on any day that the licensee seeks to undertake hawking and peddling activities pursuant to a license issued under this Chapter. It shall be a violation of this chapter for any licensee to hawk or peddle or merchandise at any premises identified on the then-current Do Not Knock Registry or which displays a Do Not Knock decal.

**Section 2. Authority**

This proposed Local Law is enacted and adopted pursuant to NYS Municipal Home Rule Law §10, and in accordance with the procedures prescribed in NYS Municipal Home Rule §20.

**Section 3. Severability**

If any section, subdivision, paragraph, clause or phrase of this Local Law shall be adjudged invalid, or held to be unconstitutional, by any court of competent jurisdiction, any judgment or order made thereby shall not affect the

validity of this Local Law as a whole, or any part thereof, other than the part or provision so adjudged to be invalid or unconstitutional.

**Section 4. Effective Date**

This Local Law shall take effect upon publishing and posting a copy in the manner prescribed by applicable laws, and upon filing a copy with the NYS Secretary of State.

**LOCAL LAW NO. \_\_ OF 2024, AMENDING  
ARTICLE XI OF CHAPTER 43 (ZONING) OF THE  
CODE OF THE TOWN OF ORANGETOWN SO AS  
TO AMEND THE DEFINITION OF FAMILY**

BE IT ENACTED BY THE TOWN BOARD OF THE TOWN OF ORANGETOWN AS FOLLOWS:

As amended, additions are underlined, ~~deletions are stricken.~~]

**Section 1 - Recitals and Legislative Intent.**

It is hereby found that, in accordance with the objectives as set forth in the Town of Orangetown's ("Town") 2023 Comprehensive Plan, changes to the existing Town Code are necessary in order to provide a clear guideline to achieve such objectives. Among such objectives is to preserve the character of residential neighborhoods by providing for a more detailed definition of a "family" that is consistent with preserving the character of residential neighborhoods in a manner that is consistent with long established precedent in the State of New York, and the practice of the Town of Orangetown.

**Section 2 - The definition of the word "family," set forth in § 11.2 (Definitions) of Article XI (Definitions and Word Usage), of Chapter 43 (Zoning), of the Code of the Town of Orangetown, is amended to read as follows:**

**FAMILY**

- a) One person; or a group of persons occupying a dwelling unit and living together as a traditional family or the functional equivalent of a traditional family living together in a single nonprofit housekeeping unit and operating as the functional equivalent of a "family."
- (b) It shall be presumptive evidence that four or more persons living in a single dwelling unit, who are not related by blood, marriage or legal adoption, , do not constitute the functional equivalent of a traditional family.
- (c) In determining whether persons are living together as the functional equivalent of a traditional family, the following criteria must be met :
  - (1) The group of persons is one which, by its size, appearance, structure and function, resembles a traditional family unit.
  - (2) The group of persons must share the entire dwelling unit, and live and cook together as a single housekeeping unit. A dwelling unit, in which the various occupants act as separate roomers, shall not be deemed to be occupied by the functional equivalent of a traditional family.
  - (3) The group of persons share expenses for food, rent or ownership costs, utilities, and other household expenses.

- (4) The group of persons is permanent and stable. Evidence of such permanency and stability includes, but is not necessarily limited to:
- (i). The presence of minor dependent children regularly residing in the household and who are enrolled in local schools.
  - (ii). Members of the group have the same address for purposes of voter's registration, driver's license, motor vehicle registration and filing of taxes.
  - (iii). Members of the group are employed in the area.
  - (iv). The members of the group have been living together as a single housekeeping unit for a year or more, whether in the current dwelling unit or other dwelling units.
  - (v). There is common ownership, among the members of the group, of furniture and appliances.
  - (vi). The group of persons is not transient or temporary in nature.
- (5) Any other factor reasonably related to whether the group of persons is the functional equivalent of a family.

**Section 3 - Item numbered 2, under Column 5 (General Accessory Uses), of 43 Attachment 1 entitled "Table of General Use Regulations (§ 3.11) R-80 District (Part 1)," of Chapter 43 (Zoning), of the Code of the of the Code of the Town of Orangetown, is amended to read as follows:**

Keeping not more than ~~2~~ 1 non-transient boarder or roomer.

**Section 4 - Adoption of a new Article XIX, of Chapter 43 (Zoning), of the Code of the Town of Orangetown, to be entitled "Illegal Occupancies."**

A new Article XIX, of Chapter 43 (Zoning), of the Code of the Town of Orangetown ("Orangetown Code"), to be entitled "Illegal Occupancies," is hereby inserted into the Orangetown Code to read as follows:

**Article XIX. Illegal Occupancies**

**§ 19-1. Legislative Intent; purpose.**

The Town of Orangetown ("Town") hereby finds that there exists serious conditions in the Town arising from the rental of dwelling units that are substandard, inadequate in size, overcrowded and/or dangerous and/or in violation of Local, County and/or State laws and codes, and that the rental of such dwelling units poses a significant threat to life, health and property of Town residents, and their guests and invitees, and others, and tends to promote, and encourage, deterioration of housing within the Town, contributes to excessive motor vehicle traffic and parking problems, and overburdens, and has a detrimental effect upon, municipal services. The Town Board finds that the current Orangetown Code provisions are inadequate to adequately deter, and/or eliminate, the existence of such dwelling units, and that adequate local legislation

regulating these occupancies is required to promote and preserve the public health, safety and welfare, and the good order and governance of the Town. The enactment of the regulations set forth in this Article, which regulations are remedial in nature and effect, shall result in enhancing the public health, safety and welfare, and the good order and governance of the Town.

### **§ 19-2. Scope.**

This Article shall apply to all real property located within the Town, whether or not the use and occupancy thereof shall be permitted under the applicable use regulations for the Zoning District in which such real property is located.

### **§ 19-3. Applicability.**

The provisions of the Article shall be deemed to supplement applicable Local, County and State laws, ordinances, codes and regulations. Nothing in this Article shall be deemed to abolish, impair, supersede or replace existing remedies of the Town, the County or the State, or existing requirements of any other provision of Local Law or Ordinance of the Town, or of the County or the State; in situations where there is a conflict between any provisions of this Article and any applicable State, County or Local Law, ordinance, code or regulation, the more restrictive provision or requirement shall prevail.

### **§ 19-4. Illegal occupancy.**

It shall be unlawful to occupy, or to allow, consent or cause to be occupied, or to assist or abet in the occupancy of, a dwelling unit in the Town under circumstances where the number of occupants exceeds the permitted number of occupants.

#### A. Presumptions of illegal occupancies in single (or one) family dwellings.

- (1) In all civil and criminal prosecutions brought for the enforcement of code provisions with respect to illegal occupancies, there shall be a rebuttable presumption that a single (or one) family dwelling unit is occupied by more than one family if any two or more of the following features are found to exist on the premises by the Town's Office of Building, Planning and Zoning Administration and Enforcement ("OBZPAE"), which shall include the Building Inspectors, Fire Inspectors and/or Code Enforcement Officers (a/k/a Code Enforcement Officials or Code Enforcers), authorized to enforce, or investigate, violations of the Orangetown Code, or any laws, codes, rules and regulations of the State of New York (hereinafter such Inspectors, Officers and Officials may be referred to as "Code Enforcers"):

- (a) More than one mailbox, mail slot, or post office address, or any combination thereof.

- (b) The number of exterior doorways exceeds the number permitted by the most recently approved site development plan(s), and/or architectural drawing(s), or any subsequent variances that may have been granted by the Town's Zoning Board of Appeals.
  - (c) More than one natural gas meter.
  - (d) More than one electric meter.
  - (e) More than one water meter.
  - (f) More than one connecting line for cable television/internet service, or a "split" cable television/internet line not authorized by the cable company to be split.
  - (g) More than one satellite antenna, satellite dish, or similar satellite receiving equipment.
  - (h) More than one exterior telephone line.
  - (i) Separate entrances for segregated parts of the dwelling unit, including, but not limited to, bedrooms.
  - (j) Partitions, or internal doors, with "key locks" that can serve to bar access between segregated portions of the dwelling unit, including, but not limited to, bedrooms.
  - (k) Separate written, or oral, leases or rental agreements or arrangements, including, but not limited to, separate payments, or agreements or arrangements, to pay for occupancy of portions of the dwelling unit, between the owner(s) of the real property and its occupants.
  - (l) The inability of any occupant to have lawful access to all parts of the dwelling unit.
  - (m) Two or more kitchens, unless approved by OBZPAE with a Certificate of Occupancy granted.
  - (n) Any entrance which has not been set forth on any architectural or engineering plans or drawings approved by, and on file with, OBZPAE.
  - (o) Two or more motor vehicles parked on the dwelling lot registered to persons with two or more different surnames.
- (2) In addition to the foregoing, it shall also be a rebuttable presumption of an illegal occupancy if a portion of a single (or one) family dwelling has been advertised, or listed or published with any newspaper, magazine, local advertising publication, or real estate broker or agent, whether physically published or printed, or posted online on the internet, as being available for sale or rent or lease, or has been orally advertised as being available for rent or lease.

B. Presumptions of illegal occupancies in multiple-family dwellings.

- (1) In all civil and criminal prosecutions brought for the enforcement of code provisions with respect to illegal occupancies, there shall also be a rebuttable presumption that a multiple-family dwelling unit is occupied by more than the permitted number of families if any two or more of the following circumstances are found to exist at the premises by a Code Enforcer:



- (a) The number of mailboxes, mail slots or post office addresses exceeds the number of permitted families.
  - (b) The number of doorbells, or exterior entrance doorways, exceeds the number of permitted families.
  - (c) The number of natural gas meters exceeds the number of permitted families.
  - (d) The number of electric meters exceeds the number of permitted families.
  - (e) The number of water meters exceeds the number of permitted families.
  - (e) The number of connecting lines for cable television/internet service exceeds the number of permitted families.
  - (f) The number of satellite antennas, satellite dishes, or similar satellite receiving equipment, exceeds the number of permitted families.
  - (g) The number of exterior telephone lines exceed the number of permitted families.
  - (h) The number of kitchens, each containing one, or more, of the following: a refrigerator, sink and/or range/cooktop, oven, hotplate, microwave, or other similar devices customarily used for cooking or the preparation of food, exceeds the number of permitted families.
  - (i) The number of motor vehicles parked on the dwelling lot, registered to persons with different surnames, exceeds the number of permitted families.
  - (j) The number of entrances for segregated parts of the dwelling unit(s), including, but not limited to, bedrooms, exceeds the number of permitted families.
  - (k) Partitions, or internal doors, with "key locks" that can serve to bar access between segregated portions of the dwelling unit(s), including, but not limited to, bedrooms.
  - (l) Separate written, or oral, leases or rental agreements or arrangements, including, but not limited to, separate payments, or agreements or arrangements, to pay for occupancy of portions of the dwelling unit, between the owner(s) of the real property and its occupants.
  - (m) The inability of any occupant to have lawful access to all parts of the dwelling unit(s).
  - (n) Any entrance which has not been set forth on any architectural or engineering plans or drawings approved by, and on file with, OBZPAE.
- (2) In addition to the foregoing, it shall also be a rebuttable presumption of an illegal occupancy if a portion of a multiple-family dwelling has been advertised, or listed or published with any newspaper, magazine, local advertising publication, or real estate broker or agent, whether physically published or printed, or posted online on the internet, as being available for sale or rent or lease, or has been orally advertised as being available for rent or lease, for a number of families in excess of the permitted number of families.

C. Verified statement. If any two or more of the elements set forth in the above subsections A(1) or B(1) are found to exist on the premises by a Code Enforcer, the Code Enforcer may request that the owner of the building, or dwelling, provide a verified statement that the building, or dwelling unit(s), is/are in compliance with all of

the provisions of the Orangetown Code, the New York State Uniform Fire Prevention and Building Code (Title 19 of the New York Codes, Rules and Regulations), and the sanitary and housing regulations of the County of Rockland. If the owner fails to submit such verified statement, in writing, to the Code Enforcer within 10 days of such request, such shall be deemed a violation of this Article.

- D. Owner's right to inspection and report upon demand. A person charged with a violation of this Article may demand an inspection by OBZPAE of the subject premises to rebut any of the presumptions hereunder. Such demand shall be in writing, and addressed to a Code Enforcer. The Code Enforcer shall prepare a report of the findings of the inspection, together with photographs, if appropriate.
- E. Presumptive evidence that dwelling unit is rented or leased. The presence, or existence, of any of the following shall create a presumption that a dwelling unit is rented or leased:
- (1) The dwelling unit is occupied by someone other than the owner, and the owner of the dwelling unit represents, in writing or otherwise, to any person, establishment, business, institution or government agency, that he resides at an address other than the dwelling unit in question.
  - (2) Persons residing in the dwelling unit represent that they pay rent to the owner, or an agent or manager of the owner, of the dwelling unit.
  - (3) Utilities, cable, telephone, or other services, are in place, or are requested to be installed, or used at the dwelling unit, in the name of someone other than the owner.
  - (4) Testimony by a witness that it is common knowledge in the community that a person other than the owner resides in the dwelling unit.
- F. Presumptions rebuttable by conclusive evidence. Any and all of the presumptions of non-compliance, or violations, raised by proof of the existence of any such conditions or circumstances, as set forth in this Article, may be rebutted, but only by conclusive evidence that such conditions or circumstances do not, in fact, exist, or that such conditions or circumstances, or the dwelling unit or the occupancy thereof, in fact, comply with the codes.

#### **§ 19-5. Penalties for offenses.**

Any natural person, business entity, company, association or organization who shall violate any of the provisions of this Article shall be punishable by a penalty as set forth in Chapter 41A of the Orangetown Code.

#### **§ 19-6. Nonpayment of penalties.**

Should the aforesaid penalties not be paid within 30 days of being sentenced by a Town Justice, and after notice of said failure to pay is sent to the violator by U.S. Postal Service First Class Mail, then the real property that is the subject of such judicial sentence shall be assessed against the record owner of the property; and the penalties so assessed shall constitute a lien and charge on such real property on which it is levied until paid, or otherwise satisfied or discharged, and shall be collected in the same manner, and at the same time, as Town property taxes and charges.

**§ 19-7. Enforcement.**

- A. The Director of OBZPAE, and/or any Code Enforcer, and/or any of their deputies and/or assistants, shall be responsible for investigating, and documenting, violations of any case of illegal occupancy within the Town.
- B. Prosecutions for violations of this Article may be instituted in the Town Justice Court, or any other court of competent jurisdiction.
- C. The Orangetown Town Attorney may institute an action in the Supreme Court of the State of New York, County of Rockland, for appropriate injunctive relief pursuant to New York State Town Law.

**Section 5 - Severability.**

If any part or provision of this Local Law, or the application thereof to any person or circumstance, is adjudged invalid or unconstitutional by a court of competent jurisdiction, such judgment shall be confined in its operation to the part, provision or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this Local Law, or the application thereof to other persons or circumstances. The Town Board of the Town of Orangetown hereby declares that it would have enacted the remainder of this Local Law even without any such invalid or unconstitutional part, provision or application.

**Section 6 - Effective Date.**

This Local Law shall take effect immediately upon the filing of a copy with the NYS Secretary of State in the manner prescribed by NYS Municipal Home Rule Law §27.

**ADOPT LOCAL LAW \_\_\_\_, 2024 / AMENDING TOWN CODE  
CHAPTER 11, DUMPING AND TRESPASS and SECTION 4(B) VIOLATIONS AND  
PENALTIES**

**RESOLVED**, that the Town Board hereby adopts Local Law \_\_\_\_, 2025 to amend the Town Code, Chapter 11, Dumping and Trespass, Section 3-2, Food Scraps and Section 4(B), Violations and Penalties.

**LOCAL LAW NO. \_\_\_\_ - 2025 OF THE TOWN OF ORANGETOWN,**

AMENDING TOWN CODE CHAPTER 11 DUMPING AND TRESPASS, SECTION 11.3-2, FOOD SCRAPS and SECTION 4(B), VIOLATIONS AND PENALTIES OF THE CODE OF THE TOWN OF ORANGETOWN

As amended, additions are underlined. Be it enacted by the Town Board of the Town of Orangetown as follows:

**Section 1 – 11 A of the Code of the Town of Orangetown entitled Dumping and Trespass is amended to read as follows:**

**11-3.2 Disposal of food scraps.**

A. In an effort to reduce the level of methane and other pollutants in the environment as well as the number of components in the Municipal Solid Waste stream, the Town has installed food scrap bins at the disposal of residents at 119 Route 303 and Jim Dean Drive, Orangeburg, New York and at 63 Catherine Street, Nyack, New York. Food scraps are defined as: Fruits and vegetables (without stickers, bands, and ties); meat and poultry, (including bones); fish and shellfish (including shells); dairy products; bread; pasta; rice; rice; grains; eggs and eggshells; chips; snacks; beans; nuts; seeds; leftover and spoiled food; coffee grounds (including paper filters); tea bags (without staples); cut flowers

B. No person shall use any of the Town food scrap bins to throw, dump or deposit or place within, or cause to be thrown, dumped or deposited or placed within any items that are not food scraps as defined above, including but not limited to plastic bags; compostable or biodegradable bags; packaging; stickers; rubber bands; twist ties; pet waste; baby wipes; foil; paper plates; paper towels; plastic; glass; metal or kitchenware. Food scraps shall be placed in Rockland Green’s compostable bags prior to discarding.

§ 11-4. Violations and penalties.

A. Punishment. Any person who commits or permits any violation of the provisions of this ordinance shall be guilty of a violation of this ordinance and upon conviction shall be subject to a fine penalty as set forth in Article 41A of the Town Code. ~~of not more than \$1,000 or imprisonment not exceeding 15 days, or both such fine and imprisonment.~~

B. In addition to the above provided penalties and punishment, the Town Board may also maintain an action in the name of the Town in any court of competent jurisdiction to compel compliance with or to restrain by injunction the violation of this ordinance.

## **Section 2. Authority**

This proposed Local Law is enacted and adopted pursuant to NYS Municipal Home Rule Law §10, and in accordance with the procedures prescribed in NYS Municipal Home Rule §20.

## **Section 3. Severability**

If any section, subdivision, paragraph, clause or phrase of this Local Law shall be adjudged invalid, or held to be unconstitutional, by any court of competent jurisdiction, any judgment or order made thereby shall not affect the validity of this Local Law as a whole, or any part thereof, other than the part or provision so adjudged to be invalid or unconstitutional.

## **Section 4. Effective Date**

This Local Law shall take effect upon publishing and posting a copy in the manner prescribed by applicable laws, and upon filing a copy with the NYS Secretary of State.

**LOCAL LAW NO. \_\_ OF 2025, AMENDING CHAPTER  
18(A) HISTORICAL AREAS OF BOARD REVIEW AND  
CHAPTER 2 OF ARCHITECTURE AND COMMUNITY  
BOARD OF REVIEW OF THE CODE OF THE TOWN  
OF ORANGETOWN SO AS TO PROVIDE FOR FIVE  
BOARD MEMBERS OF HAB**

BE IT ENACTED BY THE TOWN BOARD OF THE TOWN OF ORANGETOWN AS FOLLOWS:

As amended, additions are underlined, ~~deletions are stricken.~~]

**Section 1 – Chapter 18A of the Code of the Town of Orangetown entitled Historical Area Board of Review (HABOR) is amended to read as follows:**

**§ 18A-2. Board of Review established; terms of office. [Amended 1-11-1982 by L.L. No. 1-1982; 12-17-2013 by L.L. No. 3-2013]**

There is hereby created in the Town of Orangetown a Board of Review which shall be known as the "Orangetown Historical Areas Board of Review." This Board shall perform all duties and functions delegated to it by this chapter and as authorized elsewhere in the Town Code, ~~and as well as~~ all duties and functions delegated to a board of review by any local law which establishes a historical area in any portion of the unincorporated part of the Town of Orangetown.

- A. Any member presently serving out a term of office on the Historical Areas Board of Review shall continue as a member of this Board and shall serve to the end of his/her term of office as if he/she had first been appointed to this Board.
- B. One member shall be appointed for a term of one year; one member shall be appointed for a term of two years; two members shall be appointed for a term of three years; and three members shall be appointed for a term of four years. Thereafter, the terms of office of the members shall be fixed so that a member's term does not exceed five years.
- C. Any vacancy occurring before the end of the term of any member shall be filled by the Town Board by appointment for the remainder of the expired term.
- ~~D. The Historical Areas Board of Review may elect its own~~ Town Board shall appoint the Chairman ~~person~~ who shall serve a one-year term ending December 31 of the year. ~~Any member elected~~ Chairman ~~may succeed himself or herself.~~

**§ 18A-3. Qualifications of Board members. [Amended 3-9-1987 by L.L. No. 2-1987; 12-17-2013 by L.L. No. 3-2013]**

- A. The Historical Areas Board of Review shall consist of ~~seven~~ five members to be appointed by the Town Board.
- B. Any member presently serving on the Historical Areas Board of Review as of the date of this chapter shall continue as members of this Board, and his or her term of office shall continue as if he or she had first been appointed to this Board.
- C. The Town Board shall appoint one member who shall be a resident of the Hamlet of Palisades.
- D. The Town Board shall appoint one member who shall be a resident of the Hamlet of Tappan.
- ~~E. The Town Board shall appoint one member who shall be a licensed and registered New York State architect.~~

- E. At least one member appointed by the Town Board shall be a member in good standing of a recognized historical or preservation society operating within Rockland County.
- F. The remaining members appointed by the Town Board shall be residents of the Town of Orangetown.

#### **§ 18A-4. Quorum.**

~~Four~~ Three members of the Board shall constitute a quorum, ~~except that any matter relating to a particular historical area may be considered only if a member from that historical area is present as part of the quorum.~~ A majority of the members present shall be required for a determination of any matter presented, but in no event shall a majority be less than ~~four~~ three.

Section 2. Chapter 2 of the Code of the Town of Orangetown entitled Architecture and Community Board of Review (ACABOR), is amended to read as follows

#### **§2-4 To review applications for building permits.**

- A. Every application for a building permit for the construction, reconstruction or alteration of any structure in excess of 1,000 cubic feet of cubical contents proposed for construction, and every application for the development or subdivision of land, and any such application for a building permit, land use or any other development with the Town of Orangetown filed with the Town Board, Planning Board or Building Inspector shall be referred to the Architecture and Community Appearance Board of Review (ACABOR) within seven days of the submission of the application, provided that it conforms in all respects to all other applicable laws and ordinances. This law shall not apply to an application for a single- or two-family residence or residential accessory structure on individual property, except that the Building Inspector, in his discretion, may refer such an application to the Board of Review if it appears, in the light of the standards set forth in § 2-5, that there is a need for such referral. Notwithstanding the foregoing, any property located within an Historic Area as defined in Chapter 12 shall be referred to the Historic Area Board of Review (HABOR) for review of the application under the provisions of this Chapter, in lieu and in place of a referral to the ACABOR, including for review of any signs located in an Historic Area, as set forth in §2-5(B)(5) of this Chapter.

#### **Section 2. Authority**

This proposed Local Law is enacted and adopted pursuant to NYS Municipal Home Rule Law §10, and in accordance with the procedures prescribed in NYS Municipal Home Rule §20.

#### **Section 3. Severability**

If any section, subdivision, paragraph, clause or phrase of this Local Law shall be adjudged invalid, or held to be unconstitutional, by any court of competent jurisdiction, any judgment or order made thereby shall not affect the validity of this Local Law as a whole, or any part thereof, other than the part or provision so adjudged to be invalid or unconstitutional.

#### **Section 4. Effective Date**

This Local Law shall take effect upon publishing and posting a copy in the manner prescribed by applicable laws, and upon filing a copy with the NYS Secretary of State.



<b>"Subscriber"</b> : Orangetown, NY Town Attorney	<b>"LN"</b> : LexisNexis, a division of RELX Inc.
--	---

This Lexis Create Addendum (the **"Addendum"**) between LN and Subscriber is intended to revise the LN subscription agreement (the **"Agreement"**) previously or simultaneously executed between the parties by adding to the Agreement the terms and conditions listed below. It is expressly understood by Subscriber that Lexis Create cannot be accessed unless the Subscriber has an existing subscription to Lexis®, Lexis+® or Lexis+ AI™. This Addendum therefore serves to supplement and is hereby appended to the Agreement to provide Lexis Create features and content.

LN and Subscriber agree to supplement the Agreement as follows:

**1. TECHNICAL REQUIREMENTS**

Lexis Create is proprietary software developed by LN to integrate LN content directly within the Microsoft Corporation software applications Microsoft® Word. In order to use Lexis Create, Subscriber must (a) have a paid-up license to the requisite Microsoft® Office software; and (b) meet the technical requirements specified on the Lexis Create download site (<https://appsourc.microsoft.com/en-gb/product/office/WA200004714>) or the proper operation of the Software (collectively, the "System Requirements").

**2. LICENSE**

LN grants Subscriber a personal, limited, non-exclusive, non-transferable, right to access and use the Lexis Create. LN retains all right, title, and interest in and to Lexis Create, and any intellectual property embodied therein. All access to and use of LN content via Lexis Create shall be subject to the terms set forth in the Subscription Agreement.

**3. INSTALLATION**

In order to access Lexis Create, Lexis Create must be installed on Subscriber's system. LN does not perform any installation services and LN's proprietary technology which allows enrichment of Subscriber's content is not installed behind Subscriber's firewall. Subscriber will not receive any transfer of tangible personal property. All installations will be implemented through electronic retrieval by Subscriber of the software that is hosted on the Microsoft AppSource website. Subscriber will download the software at an individual desktop level by individual users or on a network level by an IT administrator. There are no installation charges and no separate integration services agreement.

**4. FUNCTIONS**

Subscriber acknowledges and agrees that, for certain functions, the Microsoft® Word documents ("Subscriber's Work") that it selects to be analyzed by Lexis Create will momentarily leave its environment and will be sent to LN to be marked/tagged/indexed. LN represents and warrants that all such processing of Subscriber's Work will happen machine-to-machine, without human intervention. LN does not automatically save, or store Subscriber's Work unless an Authorized User utilizes Snippets.

**5. SNIPPETS**

Lexis Create contains a feature that allows Authorized Users to save Materials made available by LN and user generated content ("Snippets") that are associated solely with their respective LN IDs. Snippets shall be considered Folders, as defined in the LN General Terms and Conditions ("General Terms") and subject to the General Terms.

**6. MISCELLANEOUS**

Except as expressly revised in this Addendum, all other terms and conditions of the Agreement will remain in full force and effect. If there are any conflicts or inconsistencies between this Addendum and the Agreement, this Addendum will control.

LN's acceptance of this Addendum may be evidence by LN's fulfillment of this Addendum and the Agreement to which this Addendum supplements.

**AGREED TO AND ACCEPTED BY:**

<b>Subscriber:</b>	<b>Orangetown, NY Town Attorney</b>
	[MUST BE COMPLETED BY SUBSCRIBER]
<b>Authorized Subscriber Signature:</b>	
<b>Name:</b>	
<b>Job Title:</b>	
<b>Date:</b>	



**LEXIS+®/LEXIS+ AI™ SUBSCRIPTION  
AGREEMENT FOR STATE/LOCAL  
GOVERNMENT**  
(NEW SUBSCRIBER VERSION-AAR)

<b>“Subscriber” Name: Orangetown, NY Town Attorney</b>
<b>Account Number:</b>
<b>“LN”:</b> LexisNexis, a division of RELX Inc.

**1. Subscription Agreement**

LexisNexis, a division of RELX Inc. (“LN”) grants Subscriber a non-exclusive, non-transferable limited license to access and use Lexis+ AI and the materials available therein (“Materials”) pursuant to terms set forth in the LexisNexis General Terms and Conditions (“General Terms”) and the pricing set forth in the Price Schedule (“Price Schedule”) (the General Terms together with the Price Schedule is collectively referred to as the “Subscription Agreement”), both of which are incorporated herein by reference. Subscriber may view and print the Subscription Agreement at: <https://www.lexisnexis.com/en-us/terms/GovtAcademic/terms.page>.

**2. Certification**

2.1. Subscriber certifies that the number of government professionals in Subscriber’s organization is as set forth below. A “Government Professional User” is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

<b>Number of Government Professional Users:</b>	<b>6</b>
---	----------

2.2. A “Support Staff User” is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. 1 ID may be issued to support staff for each Government Professional User accounted for above.

2.3. Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

2.4. If Subscriber, at the time of signing this Agreement has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

2.5. Subscriber acknowledges that the pricing and menus provided to Subscriber in this Agreement depend in part on the number of Government Professional Users in Subscriber’s organization. Subscriber certifies that as of the date Subscriber signs this Agreement there are the number of Government Professional Users in Subscriber’s organization (the “Reference Number”) as Subscriber has specified above.

- i. At LN’s request from time to time, Subscriber will certify in writing the then-current Reference Number.
- ii. If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

**3. Lexis+ AI Product and Charges**

3.1. This Section 3 amends the Subscription Agreement with respect to the Lexis+ AI product offering described below. The Term of Subscriber’s commitment for the Lexis+ AI product offering will begin upon the date Subscriber’s billing account (“Account Number”) is activated (“Activation”) and will continue for the last period set forth in Section 3.5 below (the “Initial Term”).

3.2. This Agreement commences on the Effective Date and continues for the Initial Term designated in Section 3.5; provided, that, after the Initial Term, this Agreement shall automatically renew for successive one-year renewal terms (each, a “Renewal Term”), unless either Party provides written notice of non-renewal



**LEXIS+<sup>®</sup>/LEXIS+ AI<sup>™</sup> SUBSCRIPTION  
AGREEMENT FOR STATE/LOCAL  
GOVERNMENT  
(NEW SUBSCRIBER VERSION-AAR)**

at least thirty (30) days' prior to the expiration of the then-current Initial Term or Renewal Term, as the case may be. "Term" means, collectively, the Initial Term and all Renewal Terms.

- 3.3. Commencing at the Renewal Term (defined in Section 3.2), at each anniversary of the Effective Date, LN shall increase all recurring fees by seven point five per cent (7.5%) per Contract Year.
- 3.4. Subscriber may not terminate this Agreement for convenience under General Terms during the Term. Notwithstanding the foregoing, Subscriber may terminate this Agreement during the Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach.

If Subscriber terminates this Agreement pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Lexis+ AI Content & Features		
Product	SKU Number	Number of Users
NY National Government Package	1537054	6
Lexis+ <sup>™</sup> Practical Guidance - State & Local Government	1534660	6
Lexis+ <sup>™</sup> AI Access - Ask & Summarize	1547529	6
Lexis+ <sup>™</sup> AI Access - Drafting	1547532	6
All Matthew Bender Library	1011666	6
Lexis Create for US Markets (Incl. Transactional & Litigation)	1545335	6
Law360 Complete	1547630	6

- 3.5. In exchange for access to the Lexis+ AI Content, Feature and/or Service set forth in Section 3.1 above, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Initial Term	Monthly Commitment
12/1/2024 - 12/31/2024	Free
1/1/2025 - 12/31/2025	\$2000
1/1/2026 - 12/31/2026	\$2100
1/1/2027 - 12/31/2027	\$2205

- 3.6. During the Term, LN may make content and features available to Subscriber that are not included in the Lexis+ AI Content described above at an additional charge ("Out of Plan Materials"). Authorized Users trying to access Out of Plan Materials will be notified of the additional charges before the materials are displayed. If an Authorized User accesses the Out of Plan Materials, Subscriber will pay the transactional charge(s) displayed at the time of access. If Subscriber does not initial below, Out of Plan Materials will be excluded from Authorized User's search.

**To have Out of Plan Materials available for your Authorized Users, initial here \_\_\_\_\_**  
(Initial)

- 3.7. Use of Lexis+ AI under this Agreement is available to Subscriber and its Authorized Users (defined in the General Terms).



**LEXIS+®/LEXIS+ AI™ SUBSCRIPTION  
AGREEMENT FOR STATE/LOCAL  
GOVERNMENT**  
(NEW SUBSCRIBER VERSION-AAR)

3.8. LN may temporarily suspend access to Lexis+ AI until all unpaid amounts are paid in full. No claims directly or indirectly related to this Agreement with respect to amounts billed or payments made under this Agreement may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

**4. Closed Offer**

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before 12/31/2024.

**5. Confidential Information**

Subject to any state open records or freedom of information statutes, this Agreement contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Agreement in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Agreement.

**6. Support and Training**

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis+ AI through:

- (a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Agreement.

**7. Miscellaneous**

7.1. This Agreement does not bind either party until it has been accepted by both parties. Subscriber may accept this Agreement by signing below. LN will accept this Agreement by providing Subscriber with access to Lexis+ AI or by signing below.

7.2. If Subscriber issues a purchase order in connection with the Agreement, Subscriber acknowledges and agrees that the purchase order shall be for Subscriber's internal purposes only and shall not modify or affect any of the other terms or conditions for access to the Online Services.

***LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AGREEMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.***

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE FOLLOWS]



**LEXIS+®/LEXIS+ AI™ SUBSCRIPTION  
AGREEMENT FOR STATE/LOCAL  
GOVERNMENT**  
(NEW SUBSCRIBER VERSION-AAR)

**AGREED TO AND ACCEPTED BY:**

<b>Subscriber: Orangetown, NY Town Attorney</b>
[MUST BE COMPLETED BY SUBSCRIBER]
<b>Authorized Subscriber Signature:</b> _____
<b>Printed Name:</b> _____
<b>Job Title:</b> _____
<b>Date:</b> _____
_____

**LexisNexis, a division of RELX Inc.**

[COMPLETED BY LEXISNEXIS]

<b>Authorized Signature:</b> _____
<b>Name:</b> _____
<b>Job Title:</b> _____
<b>Date:</b> _____
_____



**LEXIS+®/LEXIS+ AI™ SUBSCRIPTION  
AGREEMENT FOR STATE/LOCAL  
GOVERNMENT**  
(NEW SUBSCRIBER VERSION-AAR)

CUSTOMER INFORMATION (Please type or print):		
<b>Organization Name: (Full Legal Name)</b>	Orangetown, NY Town Attorney	
<b>Billing Frequency:</b>	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Annually
	<b>Physical Address</b>	<b>Invoice Address</b>
<b>Street Address:</b>	26 W Orangeburg Rd	same
<b>City:</b>	Orangeburg	same
<b>State:</b>	NY	same
<b>Zip:</b>	10962-1706	same
<b>County:</b>		
<b>Telephone:</b>	(845)359-5100x5003	same
<b>Fax:</b>		
<b>Parent Company: (if applicable)</b>		

**Type of Organization:**

Legislative       Judicial       Executive

Professional User: 6 \_\_\_\_\_ Practicing Area of Law: \_\_\_\_\_  
 Support Staff: 6 \_\_\_\_\_ Employer Identification Number: \_\_\_\_\_  
 Bar No: \_\_\_\_\_ Issuing State: \_\_\_\_\_  
 Date Issued/Expiration Date: \_\_\_\_\_ Organization Web Address: \_\_\_\_\_  
 Tax Exempt:  Yes (attach Sales Tax Exemption Certificate)      MSA:  Yes       No  
 No

Tax ID No: \_\_\_\_\_ State Contract No: \_\_\_\_\_  
 (If applicable)  
 PO No: \_\_\_\_\_  
 (If applicable)

**Contacts:**

	Name	Telephone	Email
<b>Installation:</b>	Denise Sullivan	(845)359-5100x2246	dsullivan@orangetown.com
<b>Billing:</b>	Denise Sullivan	(845)359-5100x2246	dsullivan@orangetown.com
<b>Policy/Legal Notification:</b>	Denise Sullivan	(845)359-5100x2246	dsullivan@orangetown.com
<b>Scheduling/Training:</b>	Denise Sullivan	(845)359-5100x2246	dsullivan@orangetown.com



**LEXIS+®/LEXIS+ AI™ SUBSCRIPTION  
 AGREEMENT FOR STATE/LOCAL  
 GOVERNMENT**  
 (NEW SUBSCRIBER VERSION-AAR)

**Name** \_\_\_\_\_ **Telephone** \_\_\_\_\_  
**Super Admin:** Denise Sullivan (845)359-5100x2246

**Email** \_\_\_\_\_ **IP Address** \_\_\_\_\_  
 dsullivan@orangetown.com

CUSTOMER ID INFORMATION (Please type or print)			
ID HOLDERS' NAMES (additional sheet attached <input type="checkbox"/> )	ID HOLDERS' TITLES/POSITIONS	ID HOLDERS' EMAIL ADDRESSES	LOCATION/ADDRESS
Denise Sullivan	Attorney	dsullivan@orangetown.com	



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/09/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Ins. Center 40 Marcus Drive 3rd Floor Melville, NY 11747-2647	CONTACT NAME: <b>Commercial Support</b>
	PHONE (A/C, No, Ext): <b>631-390-9700</b> FAX (A/C, No): <b>631-390-9790</b>
	E-MAIL ADDRESS: <b>NEcertificates@epicbrokers.com</b>
INSURER(S) AFFORDING COVERAGE	
INSURER A : <b>Utica National Insurance Co of Ohio</b>	NAIC # <b>13998</b>
INSURER B : <b>Republic-Franklin Insurance Company</b>	<b>12475</b>
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	


INSURED  
**The Pearl River Public Library**  
**80 Franklin Avenue**  
**Pearl River, NY 10965**

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CPP2147842	09/01/2024	09/01/2025	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b> MED EXP (Any one person) \$ <b>15,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>1,000,000</b> \$
A	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5052625	09/01/2024	09/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ <b>10000</b>			CULP2147845	09/01/2024	09/01/2025	EACH OCCURRENCE \$ <b>3,000,000</b> AGGREGATE \$ <b>3,000,000</b> \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	4136971	07/01/2024	07/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Town of Orangetown is included as additional insured for general liability coverage as required by written contract.**

<b>CERTIFICATE HOLDER</b>  <b>Town of Orangetown</b> <b>Attn: Town Clerk</b> <b>26 West Orangeburg Road</b> <b>Orangeburg, NY 10962</b>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  



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 any rights to the certificate holder in lieu of such endorsement(s).

Table with columns for PRODUCER, INSURED, CONTACT NAME, PHONE, FAX, E-MAIL ADDRESS, INSURER(S) AFFORDING COVERAGE, and NAIC #.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Town of Orangetown is included as additional insured for general liability coverage as required by written contract.

Table with columns: CERTIFICATE HOLDER (Town of Orangetown) and CANCELLATION (SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF...)

**INTERMUNICIPAL AGREEMENT**  
**WITH**  
**TOWN OF ORANGETOWN**  
**POLICE DEPARTMENT**

THIS AGREEMENT made the \_\_\_ day of \_\_\_\_\_, 2024, by and between the **County of Rockland on behalf of the Rockland County District Attorney's Office**, 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 on behalf of the Town of Orangetown Police Department**, 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:

W I T N E S S E T H:

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.

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 No. 541 of 2024** for the professional services of the **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 **August 26, 2024**, and terminating **August 26, 2026**.

3. PAYMENT: The **COUNTY** agrees to pay **MUNICIPALITY** and **MUNICIPALITY** agrees to accept a sum not to exceed **THIRTY-FIVE THOUSAND DOLLARS AND NO/100 (\$35,000.00)** as reimbursement to the **MUNICIPALITY**. **MUNICIPALITY** agrees that the aforesaid **THIRTY-FIVE THOUSAND DOLLARS AND NO/100 (\$35,000.00)** 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 Intelligence Center 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.

[INTENTIONALLY LEFT BLANK]

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

**TOWN OF ORANGETOWN  
POLICE DEPARTMENT**

By: \_\_\_\_\_  
THOMAS E. WALSH, II  
District Attorney

By: \_\_\_\_\_  
TERESA KENNY  
Supervisor

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**DEPARTMENT OF LAW**

Approved for signature of  
County Executive

**COUNTY OF ROCKLAND**

By: \_\_\_\_\_  
JEANNE GILBERG  
Principal Assistant County Attorney

By: \_\_\_\_\_  
EDWIN J. DAY  
County Executive

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

JN/bc  
2024-08495



# Cornell Cooperative Extension Rockland County

RECEIVED

NOV 26 2024

10 Patriot Hills Lane  
Stony Point, NY 10980  
t. 845 429-7085  
f. 845 429-8667  
e. rockland@cornell.edu  
www.RocklandCCE.org

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

## 2024 Stormwater II Education Program Agreement

**Summary:** Stormwater Phase II Regulations, as administered by the New York State Department of Environmental Conservation (NYSDEC) requires all small, regulated Municipal Separate Storm Sewer Systems (MS4s), among other requirements, to commit to Minimum Control Measures (MCMs) and other requirements. Cornell Cooperative Extension (CCE), in cooperation with the Stormwater Consortium of Rockland County (SCRC), will provide a stormwater program agreement to each MS4 to assist in satisfying the MCMs listed below, and the following:

1. Part VI.A: MCM 1- Public Education & Outreach Program
2. Part VI.B: MCM 2- Public Involvement/Participation
3. Part VI.F.1: MCM 6- Pollution Prevention and Good Housekeeping
4. Part IV.D: Mapping, and Stormwater Mapping Grants:
5. NYSDEC GP-0-24-001 MS4 Permit Updates

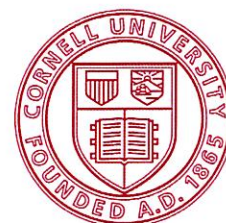
Cornell Cooperative Extension of Rockland County will tap its resources at Cornell University, NYSDEC, USEPA and other reputable sources to develop, implement and evaluate a stormwater program for this MS4. The success of this program depends on participation by all five towns and eighteen villages in Rockland, all of which contribute to the support of the educator position and responsibilities as described below. Based on input from the SCRC, the following services are being offered to the MS4. These measures are based on the NYSDEC's SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4s), Permit No. GP-0-24-001, effective January 3, 2024.

### CCE'S Responsibilities in this Agreement:

1. **Part VI.A: MCM 1- Public Education & Outreach Program:** A CCE educator will conduct and evaluate educational programs about stormwater management for the public and for municipal employees within Rockland County. The educational outreach will focus on stormwater pollution generating activities and prevention behaviors. Topics will including nutrient pollution, harmful algal blooms, and the consequences of improper application and disposal of fertilizers, pesticides, salt, lawn clippings, and dumping to the storm drains. A *Stormwater and Water Quality*

*Building Strong and Vibrant New York Communities*

Diversity and Inclusion are a part of Cornell University's heritage. We are a recognized employer and educator valuing AA/EEO, Protected Veterans, and Individuals with Disabilities.





*Education* webpage that is regularly updated and interactive map will be available to the public on CCE's website.

**A. CCE Website:** The CCE Educator will ensure that the Stormwater and Water Quality Education webpage and educational brochures are available at all times to the general public. The CCE webpage will be updated regularly to list training, seminars and programs provided by outside agencies such as NYSDEC. The webpage contains an interactive map with waterbody classifications, landuse, impaired waters, and more.

(<http://rocklandcce.org/stormwater-consortium>).

(<https://rocklandcce.org/fact-sheets>)

**B. Classes and Workshops:**

- **General Public and Students**– CCE will offer public and student workshops when feasible. Topics have historically included water conservation, nutrient pollution and harmful algae blooms, stormwater pollution management and prevention, water-smart landscaping, the design of rain gardens, proper fertilizer application, and others.
- **Fertilizer Law Certificate Program for Landscapers and Contractors** – CCE will offer the certificate course monthly, highlighting best management practices related to catch basins, fertilizers, pesticides, landscape debris, hazardous waste, etc. Presentation and handouts are offered in Spanish, and a translator will translate simultaneously when available.

**C. WRRC Stormwater Radio Show:** CCE will host a monthly radio program on WRRC to explain stormwater to the public.

**D. Horticultural Lab:** CCE will serve as an ongoing resource to residents through its Horticulture Diagnostic Lab. The Lab is open and accessible to the public via personal visit, phone, fax and e-mail. CCE will provide soil testing for a fee and education on proper fertilizer application.

**E. Monthly Meetings:** The CCE Educator will schedule, host and lead the SCRC monthly meetings, open to the public. CCE Educator will prepare the agenda and keep meeting minutes.

2. **Part VI.B: MCM 2- Public Involvement/Participation:**

**A. Stewardship Activities** – CCE will actively promote volunteer and stewardship opportunities pertaining to stormwater and water quality at educational and public events, and on the stormwater webpage. Stewardship opportunities include litter cleanups along streams, and roadways in cooperation with Keep Rockland Beautiful, Inc. (KRB), and promoting the Storm Drain Marking program, WAVE program, and others.

CCE will also promote summer internship opportunities through Rockland Conservation Service Corps and Lamont Doherty.

- B. Coordination with other pre-existing public involvement/participation opportunities** – CCE will work to strengthen partnerships between MS4s, the Environmental Educators of Rockland, the Rockland County Water Quality Committee, the Rockland County Division of Environmental Resources and other educators and county departments to expand education and address stormwater issues of concern.

3. **Part VI.F.1: MCM 6- Pollution Prevention and Good Housekeeping:**

**Best Management Practices (BMPs) for Municipal Facilities & Operations.**

Garage maintenance and good housekeeping for municipal operations will be offered to municipal employees to minimize the discharge of pollutant associated with municipal operations.

4. **Part IV.D: Mapping, and Stormwater Mapping Grants:**

- A. ArcGIS Stormwater Mapping database** – The CCE Educator will continue to be responsible for managing the ArcGIS Stormwater Mapping database. CCE will strive to assist the municipalities meet the permit mapping requirements through working with the consortium consultant and distributing grant opportunities.

- B. NYSDEC Round 15 Stormwater Mapping Grant:** The CCE Educator will be responsible for the oversight, coordination, administration and completion of the current Round 15 NYSDEC stormwater mapping grant. This will include incorporating the new 6-month requirements outlined in Part IV.D.1 of GP-0-24-001. The CCE Educator will oversee the grant budget, work with the project consultant and the Grant Committee for modifications; monitor and review grant expenses and invoices; oversee match funds and grant reimbursement for each MS4; attend County meetings for quarterly reporting approvals and submit reporting to the NYSDEC; and provide the County with the appropriate audit documents.

- C. New NYSDEC Stormwater Mapping Grants:** The CCE Educator will distribute information regarding the announcement of new NYSDEC grants, particularly as they relate to meeting the stormwater permit requirements.

5. **NYSDEC GP-0-24-001 MS4 Permit Updates:** The CCE educator will strive to provide guidance on meeting the NYSDEC's permit requirements to the consortium so that deadlines may be met in a more unified, coordinated manner. CCE will continue working with the NYSDEC, the Hudson Valley

Regional Council and other consortiums and Coalition groups to strive to provide more training and outreach on GP-0-24-001 requirements.

**6. Program Agreement Administration:**

- A. Agreement Term:** The term of the agreement is **April 1, 2024 - March 31, 2025.**
- B. Supervision:** CCE will employ, train, provide necessary supplies and support, supervise and evaluate the Educator.
- C. Educational Information:** Educational information provided to residents will come from reputable sources including the NYSDEC, US EPA, Cornell University and other credible research-based institutions.
- D. Reporting:** CCE will provide the Town with an annual deliverable report summarizing the outreach efforts and measurable goals. Only participating MS4s will receive report deliverables.

**Town’s Responsibilities in this Agreement:**

- 1. Funding:** The Town will provide \$7,500 (seven thousand five hundred dollars) to fund this project.
- 2. Additional Costs:**
  - The Town will provide \$1,301.70 (one thousand three hundred one dollar and seventy cents) for licenses to access the SCRC’s ArcGIS Online stormwater mapping database.
  - The Town will provide a \$332.58 (three hundred thirty-two dollars and fifty-eight cents) License & Support Fee toward management of the ArcGIS Online stormwater mapping database.
- 3. Total Costs:**
  - Total Due is to be paid within 60 days after receiving the invoice to allow the SCRC to maintain access to the unified ArcGIS Online mapping database without interruption.

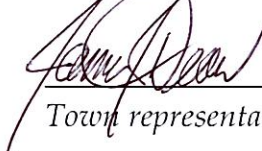
<b>TOWN OF ORANGETOWN</b>	
CCE Stormwater Program Agreement	\$7,500.00
ArcGIS Online License Fee (1 Creator + 2 Mobile Worker)	\$1,301.70
H2M License & Support Fee	\$332.58
<b>TOTAL</b>	<b>\$9,134.28</b>

**Administrative Contacts**

- Jody Addeo, Cornell Cooperative Extension of Rockland, 10 Patriot Hills Drive, Stony Point, NY 10980; phone 845-429-7085 ext. 107; email – [jka64@cornell.edu](mailto:jka64@cornell.edu)
- Town representative and title: James J Dean, Superintendent of Highways
- Town alternate and title: NONE
- Address: 119 Route 303 Orangeburg NY 10962
- Daytime phone: 8453596500 E-mail: highway dept @ orangetown.com

Per Part IV.A.1.a.iv, the municipal MS4 Operator hereby certifies their responsibility for compliance with the NYSDEC SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4s), GP-0-24-001.

**SIGNATURES:**

	<u>11.26.24</u>	_____	_____
Town representative and title	Date	Jody Addeo	Date
		Executive Director, CCE Rockland	

<u>Municipality</u>	<u>Name</u>	<u>License</u>	<u>COST</u>
V-Haverstraw	Eve Mancuso, P.E.	Mobile Worker	\$379.83
V-Hillburn	Eve Mancuso, P.E.	Mobile Worker	\$379.83
V-Nyack	Eve Mancuso, P.E.	Mobile Worker	\$379.83
V-Wesley Hills	Eve Mancuso, P.E.	Mobile Worker	\$379.83
V-Sloatsburg	Eve Mancuso, P.E.	Mobile Worker	\$379.83
V-Piermont		Mobile Worker	\$379.83
V-Chestnut Ridge	Haris Aljovic	Mobile Worker	\$379.83
V-Montebello	Haris Aljovic	Mobile Worker	\$379.83
V-Pomona	Haris Aljovic	Mobile Worker	\$379.83
V-New Hempstead	Glenn McCreedy, P.E.	Mobile Worker	\$379.83
V-Upper Nyack	Dennis Letson, P.E.	Creator (Charge village for Mobile Worker with extra fee billed to Dennis M Letson PE & Associates)	\$542.04
V-New Square	Al Fusco, P.E.Jerre Coleman	Mobile Worker	\$379.83
V-Airmont	John O'Rourke, P.E.	Mobile Worker	\$379.83
V-Kaser	Binyomin Mermelstein	Mobile Worker	\$379.83
V-Suffern	Charles Sawicki	Mobile Worker	\$379.83
V-West Haverstraw	Michael Shilale	Mobile Worker	\$379.83
V-Grandview-on-Hudson	Joe Knizeski	Mobile Worker	\$379.83
T-Haverstraw	Pat Brady. P.E.	Mobile Worker	\$379.83
T-Clarkstown	Bill Withington	Creator	\$542.04
T-Orangetown	Joe Mendicino	Creator	\$542.04
T-Orangetown	Tom Edattel, P.E.	Mobile Worker	\$379.83
T-Orangetown	Stephen Munno	Mobile Worker	\$379.83
T-Ramapo	Mike Sadowski, P.E.	Creator	\$542.04
T-Ramapo	Tom Demont	Mobile Worker	\$379.83
T-Stony Point	John O'Rourke, P.E.	Mobile Worker	\$379.83
V-Spring Valley		Mobile Worker	\$379.83

**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](mailto:highwaydept@orangetown.com)

Affiliations:  
American Public Works Association NY Metro Chapter  
NYS Association of Town Superintendents of Highways  
Hwy. Superintendents' Association of Rockland County

## MEMORANDUM

**TO:** Town Board

**FROM:** James J. Dean, Superintendent of Highways

**DATE:** December 6, 2024

**RE:** **APPROVE AGREEMENT FOR EXPENDITURE OF MONEYS  
FOR ORANGETOWN 2025 PAVEMENT PRESERVATION  
REPAIR/ IMPROVEMENT PROGRAM**

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As per the attached agreement for the expenditure of highway moneys, please place the following resolution on the Tuesday, December 17, 2024 Town Board Meeting Agenda:

### **RESOLUTION NO. XXX**

#### **APPROVE / AGREEMENT EXPENDITURE OF HIGHWAY MONIES / ROCKLAND COUNTY 2025 PAVEMENT PRESERVATION REPAIR / IMPROVEMENT PROGRAM**

**WHEREAS**, pursuant to the provisions of Section 284 of the Highway Law, we agree that monies bonded by the Town and received from the State for State aid for the repair & improvement of highways, shall be expended as follows:

1. **GENERAL REPAIRS**, the sum of \$ 1,694,000 shall be set aside to be expended for primary work and general repairs upon 15.05 miles of town highways.
2. **PERMANENT IMPROVEMENTS**, below contains a list of roads which will be treated in the 2025 Pavement Preservation Program:



**PEARL RIVER**

Maggiolo Dr  
Sandhage Dr  
Butternut Dr  
Perillo Ct  
Guttman Ln  
Mouacdie Dr  
Salina Rd  
Highland Ave  
Hunderfund Ln  
Nicole Terr  
Graney Ct  
Margaret Keahon Dr  
Jensen Pl  
May Rd  
Laurel Rd  
Center St N.  
E. Lewis Ave  
Jefferson Ave  
Azalea Dr  
Tulip Ln  
Nancy Rd  
Harold St  
Peach St  
Pear Cir  
Plum Ct  
Apple Ct  
Stone Haven Rd  
Franklin Ave (S. John St- Henry St)  
Jefferson Ave (Route 304-S. Main St)  
Railroad Ave (Rollins Ave-Crooked Hill Rd)

**ORANGEBURG**

Henry St  
Kings Hwy (Hickey St- Route 303)

**BLAUVELT**

Diane Dr  
Regina Ct  
Lt. Wheeler Ct  
Sylvanus Ct  
Shorn Dr  
Hobbs Dr  
Red Bud Ln  
Cottage Ln  
Lt. Birch Ct  
Colony Dr  
Greenhedges Ln

Old Western Hwy  
Renie Ln  
Mary Jane Ave  
South Moison Rd  
McKenna St  
Arthur St  
Hayes St  
Pine Glen Dr  
Bradley Hill Rd

**SOUTH NYACK**

Berachah Ave  
Smith Ave  
Gesner Av  
Depot Pl  
Voorhis Ave  
Division Ave  
Gurnee Ave  
Glen Byron Ave  
Edgewater Ln  
Cornelison Ave  
Mansfield Ave  
Washington Ave  
Prall Pl

There will be money spent on other Town Highways as needed to maintain a safe driving surface. This agreement shall take effect when it is approved by the Town Board.

**RESOLVED**, approve Agreement for expenditure of Highway monies, between the Town Superintendent of Highways of the Town of Orangetown, Rockland County, New York and the undersigned members of the Town Board.

Councilperson XXXXXXXX offered the above resolution, which was seconded by Councilperson XXXXXXXX and was Adopted



**AGREEMENT FOR THE EXPENDITURE OF HIGHWAY MONEYS  
TOWN OF ORANGETOWN  
ROCKLAND COUNTY, NEW YORK**

AGREEMENT between the Town Superintendent of the Town of Orangetown, Rockland County, New York, and the undersigned members of the Town Board.

Pursuant to the provisions of Section 284 of the Highway Law, we agree that moneys bonded by the Town and received from the State for State Aid for the repair and improvement of highways, shall be expended as follows:

1. GENERAL REPAIRS. The sum of **\$1,694,000.00** shall be set aside to be expended for primary work and general repairs upon **15.05** miles of town highways.
2. PERMANENT IMPROVEMENTS. The attached spreadsheet contains a list of roads which will be treated in the 2025 Pavement Preservation Program.

There will be money spent on other Town Highways as needed to maintain a safe driving surface.

This agreement shall take effect when it is approved by the Town Board.

Executed in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Councilman

\_\_\_\_\_  
Councilman

\_\_\_\_\_  
Councilman

\_\_\_\_\_  
Councilman

\_\_\_\_\_  
Town Superintendent of Highways

Note: This agreement should be signed in duplicate by a majority of the members of the Town Board and by the Town Superintendent. Both copies must be approved by the County Superintendent. One copy must be filed in the Town Clerk's office and one in the County Superintendent's office. COPIES DO NOT HAVE TO BE FILED IN ALBANY.

RECEIVED

DEC 10 2024

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

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

PERMIT # 24-SP-054

EVENT NAME: Tappan Fire Department - Holiday Drive Thru Event

APPLICANT NAME: Micahel Holihan

ADDRESS: 123 Washington Street, Tappan, NY 10983

PHONE #: 845-359-1897 CELL # 914-346-7762 FAX # \_\_\_\_\_

CHECK ONE: PARADE \_\_\_\_\_ RACE/RUN/WALK \_\_\_\_\_ OTHER Community Service

The above event will be held on 12/21/2024 from 4:30 pm to 7:30 pm RAIN DATE: 12/22/2024

Location of event: 140 Lester Drive, Tappan, NY 10983

Sponsored by: Volunteer Fire Association of Tappan Telephone #: 845-359-1897

Address: 123 Washington Street, Tappan, NY 10983

Estimated # of persons participating in event: 500 vehicles 250

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

Michael Holihan - 123 Washington Street, Tappan, NY 10983 - 914-346-7762

Signature of Applicant: [Signature] Date: 12/9/2024

**GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)**

Hold Harmless Agreement: 12/16/24

Letter of Request to Town Board requesting aid for event - Received On: 12/10/24

Certificate of Insurance - Received On: 12/16/24

**FOR HIGHWAY DEPARTMENT USE ONLY:**

Road Closure Permit: use 0 N - Received On: 12/10/24

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

NYS DOT Permit: Y/N - Received On: 0

Route/Map/Parking Plan: Y/N - Received On: 12/10/24

RFS #: 162459 BARRICADES: 0 CONES: 0 TRASH BARRELS: Y/N OTHER: 12 Message Boards

APPROVED: [Signature] 12.13.24 DATE: 12/10/24  
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: \_\_\_\_\_ DATE: \_\_\_\_\_  
Superintendent of Parks & Recreation

**FOR POLICE DEPARTMENT USE ONLY:**

Police Detail: Y/N: \_\_\_\_\_ Items: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Chief of Police

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

Workshop Agenda Date: \_\_\_\_\_ Approved On: \_\_\_\_\_ TBR #: \_\_\_\_\_

**Katherine Fairclough**

DEC 10 2024

**From:** Mike Holihan <mholihan@tappanfire.com>  
**Sent:** Monday, December 9, 2024 4:36 PM  
**To:** Katherine Fairclough; Orangetown Highway  
**Cc:** Carmel Reilly; Orangetown Supervisor  
**Subject:** Volunteer Fire Association of Tappan - Holiday Drive Thru Event 12/21/2024  
**Attachments:** Special Use Permit - Volunteer Fire Association of Tappan 12-21-2024.pdf; TFD Flyer with Snowflakes.pdf

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

Good Afternoon Katie,

Hope all is well, and looking forward to another great Holiday Drive-Thru celebration. We will again be using William O. Schaeffer for the event due to our western highway firehouse remaining under construction. Can you please submit the special permit usage again this year for approval in tomorrow's town board meeting?

Event Date:  
Saturday, December 21st 4:30 PM to 7:30 PM

Event Location:  
William O. Schaeffer Elementary School  
140 Lester Drive  
Tappan, NY 10983

Requests for assistance, Town Highway Department

- Sign Board - Located at 300 Western Highway, Tappan, NY 10983  
"Holiday Drive-Thru Event WOS School Saturday 12/21 430 - 730"
- Sign Board - Located at 123 Washington Street, Tappan, NY 10983  
"Holiday Drive-Thru Event - WOS School Saturday 12/21 430 - 730"
- Verticades - For use from Washington Lane Lane to Drewry Road - Drop off at WOS circle.  
Our Fire Police and members will pull these out from side of road to allow for a safe "drive way lineup" to Western highway.
- Cones - Any amount of cones that can be used to provide a clear drive through path through the drive thru

For PD, we do not need any assistance for auxiliary etc as we have our own Fire Police present this evening. No roads will be shut down.

If we need to discuss further regarding the assistance, please feel free to contact me at 914-346-7762.

Carmel,

Can you please include the flier in this week and next weeks' Supervisor news letter?

Thank you,

Mike Holihan  
Holiday Party Chairman  
Ex-Chief  
Volunteer Fire Association of Tappan  
91-346-7762

**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](mailto:highwaydept@orangetown.com)



**Affiliations:**  
American Public Works Association NY Metro Chapter  
NYS Association of Town Superintendents of Highways  
Hwy. Superintendents' Association of Rockland County

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DEC 10 2024

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

**ROAD USE PERMIT APPLICATION**  
**Section 139 Highway Law**

NAME Michael Holihan DATE 12/9/2024

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:

Lester Drive from Washington Ave to Drewry Road  
(Address number and name of road)

William O Schaeffer Elementary School, 140 Lester Drive, Tappan, NY  
(Intersecting streets and/or description of exact location)

REASON FOR USE Drive-thru line up

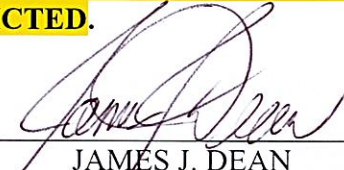
DATE OF USE 12/21/2024 RAIN DATE 12/22/2024

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 12-13-24  
JAMES J. DEAN  
SUPERINTENDENT OF HIGHWAYS MD 12/15/29

*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 · ORANGEBURG · TAPPAN · SPARKILL · PALISADES · UPPER GRANDVIEW



CLEAN STREETS = CLEAN STREAMS

RECEIVED

DEC 10 2024

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

2023 HOLIDAY DAVE THERO



X = VERTICULES

PLASTIC

KANSAS KURT

WASHINGTON DR

**DEFENSE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

Volunteer Fire Association of Tappan , with an address of 123 Washington Street, Tappan, NY 10983 , in consideration and as a condition of a Special Use permit (“Permit Holder”), hereby agrees, covenants, promises, represents and pledges to defend, indemnify and save the Town of Orangetown (“Town”), Town of Orangetown Highway Department (“Highway”) and Town employees harmless from and against any and all liability or responsibility of any type whatsoever, including, but not limited to, any and all actions, causes of action, suits, proceedings, judgments, damages, claims, and demands, in law or in equity, including an action, suit, proceeding or claim initiated by the Permit Holder (hereinafter referred to as “claims”) that arise as part of or as a result or consequence of the activities, events or other activities authorized to be conducted by the Permit Holder ; and

the Permit Holder further agrees, covenants, promises, represents and pledges to fully reimburse, recompense, indemnify and/or compensate the Town, Highway and Town employees for all costs, expenses and fees, including reasonable attorney’s fees, relating to, arising out of, or occurring in connection with any such claims; and

all of the foregoing as relating to, arising out of, or occurring in connection with the following [DESCRIBE PROJECT OR EVENT]: Community Holiday Drive-Thru.

Permit Holder agrees to provide certificate(s) of insurance in such amounts as the Town shall deem appropriate, which insurance shall name the Town as an additional insured and which insurance shall cover the requirements to defend, indemnify and hold the Town harmless as set forth herein.

( Entity Name: Volunteer Fire Association of Tappan )

By: 

Michael Holihan - Chairman

Sworn to before me this 16 day of December, 2024

  
Notary Public

BETTY BATISTA  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01BA6404048  
Qualified in Westchester County  
Commission Expires 02/18/2028



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/16/2024

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 <b>Hubbinette Cowell Associates Inc.</b> 1003 Park Blvd, Ste 3 Massapequa Park, NY 11762	CONTACT NAME: <b>Rosanne Capuano</b>	FAX (A/C, No): <b>(516)795-5101</b>	
	PHONE (A/C, No, Ext): <b>(516)795-1330</b>	E-MAIL ADDRESS: <b>rosanne@hubbinette-cowell.com</b>	
INSURED <b>TAPPAN FIRE DISTRICT</b> PO BOX 525 TAPPAN, NY 10983	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: <b>National Union Fire Ins. Co. of Pittsburgh, PA</b>		<b>19445</b>
	INSURER B: <b>National Union Fire Inc. Co. of Pittsburgh, PA</b>		<b>19445</b>
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES      CERTIFICATE NUMBER: 00001114-431141      REVISION NUMBER: 57

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> 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	06/15/2024	06/15/2025	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>10,000,000</b> PRODUCTS - COM/POP AGG \$ <b>10,000,000</b>
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input 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	06/15/2024	06/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input 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	06/15/2024	06/15/2025	EACH OCCURRENCE \$ <b>3,000,000</b> AGGREGATE \$ <b>6,000,000</b>
	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 RE: HOLIDAY DRIVE-THRU CELEBRATION TO BE HELD ON DECEMBER 21, 2024. RAIN DATE DECEMBER 22, 2024. THE TOWN OF ORANGETOWN IS NAMED AS AN ADDITIONAL INSURED AS PER FORM #VGL101.**

## CERTIFICATE HOLDER

## CANCELLATION

**TOWN OF ORANGETOWN**  
**26 ORANGEBURG ROAD**  
**ORANGEBURG, NY 10962**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Paul A. Cowell Jr.*

(RMC)

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/09/2024

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).

<b>PRODUCER</b> <b>Hubbinette Cowell Associates Inc.</b> <b>1003 Park Blvd, Ste 3</b> <b>Massapequa Park, NY 11762</b>	<b>CONTACT NAME:</b> Rosanne Capuano <b>PHONE (A/C No, Ext):</b> (516)795-1330 <b>E-MAIL ADDRESS:</b> rosanne@hubbinette-cowell.com <b>FAX (A/C, No):</b> (516)795-5101
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> <b>TAPPAN FIRE DISTRICT</b> <b>PO BOX 525</b> <b>TAPPAN, NY 10983</b>	<b>INSURER A:</b> National Union Fire Ins. Co. of Pittsburgh, PA <b>19445</b>
	<b>INSURER B:</b> National Union Fire Inc. Co. of Pittsburgh, PA <b>19445</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

**COVERAGES**      **CERTIFICATE NUMBER: 00001114-428441**      **REVISION NUMBER: 55**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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B	AUTOMOBILE LIABILITY ANY AUTO <input 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	06/15/2024	06/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB    CLAIMS-MADE	Y	VFNU-TR-0014556	06/15/2024	06/15/2025	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				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 RE: HOLIDAY DRIVE THRU CELEBRATION ON DECEMBER 21, 2024. RAIN DATE DECEMBER 22, 2024. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS PER FORM #VGL101.

<b>CERTIFICATE HOLDER</b> <b>SOUTH ORANGETOWN CENTRAL SCHOOL DISTRICT</b> <b>561 ROUTE 9W</b> <b>PIERMONE, NY 10968</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> <i>Paul A. Cowell Jr.</i> (RMC)
--	---



**The Volunteer Fire Association of Tappan**

**Welcomes all to come and enjoy a**

**Drive-Thru Holiday  
Experience**

**Saturday, December 21st**

**William O. Schaefer School**

**140 Lester Drive, Tappan, NY**

**4:30 PM – 7:30 PM**



**The first 500 children to attend will receive a  
present from **SANTA!****

**Compliments of the Tappan Fire District**

RECEIVED

DEC 10 2024

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

**WARRANT**

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Warrant Reference	Warrant #	Amount	
Approved for payment in the amount of			
	112024	\$ 1,088,985.69	utilities & other
	112724	\$ 1,951.78	utilities & other
	120424	\$ 119,602.98	utilities & other
	121724	\$ 2,471,830.95	Audit
		\$ 3,682,371.40	

The above listed claims are approved and ordered paid from the appropriations indicated.

**APPROVAL FOR PAYMENT**

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**AUDITING BOARD**

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Councilman Gerald Bottari

---

Councilman Paul Valentine

---

Councilman Daniel Sullivan

---

Councilman Brian Donohue

---

Supervisor Teresa M. Kenny

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**TOWN OF ORANGETOWN  
FINANCE OFFICE MEMORANDUM**

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**TO:** THE TOWN BOARD  
**FROM:** JEFF BENCIK, *DIRECTOR OF FINANCE*  
**SUBJECT:** AUDIT MEMO  
**DATE:** 12/12/24  
**CC:** DEPARTMENT HEADS



---

The audit for the Town Board Meeting of 12/17/2024 consists of 4 warrants for a total of \$3,682,371.40.

The first warrant had 33 vouchers for \$1,088,985 and was for healthcare and dental benefits.

The second warrant had 8 vouchers for \$1,951 and was for utilities.

The third warrant had 15 vouchers for \$119,602 and was for utilities.

The fourth warrant had 187 vouchers for \$2,471,830 and had the following items of interest.

1. A+ Technology & Security (p3) - \$13,951 for IT software.
2. Calgi Construction (p6) - \$5,000 for part time construction management services.
3. Capasso & Sons (p13) - \$205,853 for recycling (Oct. & Nov.).
4. Christmas Lighting Co. of NY (p13) - \$7,450 for Christmas lights in Pearl River.
5. Eurofins Lancaster Laboratorie (p16) - \$12,709 for sewer testing.
6. Fanshawe (p19) - \$97,395 for new town hall electrical.
7. Global Montello (p26) - \$17,153 for fuel.
8. Goosetown Enterprises (p24) - \$24,210 Police leases.
9. Mediastar (p33) - \$48,355 for PEG equipment services.
10. NYPA (p34) - \$21,278 for streetlight project.
11. NYS Dept. of Civil Service (p35) - \$1,051,473 for healthcare benefits.
12. NYS Dept. of Environmental Conservation (p36) - \$15,500 for SPDES permit.
13. Pat Paving (p37) - \$254,159 for sewer plant paving (bonded).

14. RCSWMA (p43) - \$8,955 for solid waste removal.
15. Rockland Paramedic Services (p43) - \$127,642 for December Paramedics.
16. Ron's Quality Automotive (p45) - \$6,616 for police vehicle repair.
17. Slack Chemical Co. (p48) - \$8,584 for sewer chemicals.
18. SOCSO (p49) - \$40,852 for pool rental.
19. State Comptroller (p52) - \$40,991 for Justice fines.
20. Storr Tractor Co. (p54) - \$26,711 for replacement of irrigation system at Blue Hill GC.
21. Swarco America (p55) - \$10,047 for hot tape for paved roads.
22. Tilcon NY (p56) - \$5,340 for Highway materials.
23. Troon Golf (p57) - \$198,047 for golf course contracts.
24. Virtuit Systems (p60) - \$49,443 for IT equipment.
25. WW Grainger (p62) - \$19,661 for DEME parts.

Please feel free to contact me with any questions or comments.

Jeffrey W. Bencik, CFA  
845-359-5100 x2204