

ARTICLE XV

Landlord Registry Act and Short-Term Use of Property for Rental or Rental-Like Purposes**[Added 11-1-2016 by L.L. No. 11-2016; amended 9-26-2023 by L.L. No. 11-2023]****§ 15.1. Title.**

The Town Council of the Town of Orangetown determines that the title of this local law shall be "Article XV: Landlord Registry Act and Short-Term Use of Property for Rental or Rental-Like Purposes."

§ 15.2. Purpose and scope.

- A. The purpose of this article is to establish a registry of all purported rental properties, as defined herein, in order to allow its police, building and code enforcement officials to identify and contact, as necessary, persons responsible for the ownership, care, maintenance, occupancy, management, leasing, renting or letting out, or other control, of such properties, and to prohibit certain short-term rentals of all properties in residential zoning districts, to protect and preserve the Town's goal of establishing residential zoning districts to protect the residential nature and tranquil neighborhood character in each and every such residential zoning district, and to better ensure the effective and efficient enforcement of local, state and federal safety regulations in furtherance of the health, safety and welfare of all of the residents of the Town.
- B. The provisions of this article shall apply to all real property located in the Town of Orangetown that is zoned for residential purposes.

§ 15.3. Definitions.

For the purpose of this article, the following words and phrases shall have the meanings ascribed to them:

ASSEMBLY — Any indoor or outdoor, or combination of both, gathering or get-together, or invitation or notification regarding the same, of four or more people for a common purpose, which includes, but is not limited to, a party, scheduled or nonscheduled event, celebration, festivity, concert, performance, or similar group activity.

BUILDING — Any structure within the Town wholly or partially enclosed within exterior walls, or within exterior and party walls, and a roof, affording shelter to persons, animals or property.

DWELLING UNIT — One or more rooms with provision for living, cooking, sanitary and sleeping facilities arranged in a Town zoning district for the exclusive residential use by one family.

IMMEDIATE FAMILY MEMBER - A parent, child, sibling, spouse, grandparent, or domestic partner.

LANDLORD and OWNER — Any individual or individuals, human/natural person ("person"), sole proprietorship, partnership, corporation, limited-liability company, limited-liability partnership, limited partnership, organization, association, or any other type of business entity, or combination thereof ("business entity"), and regardless of whether for-profit or not-for-profit, in

whose name the title to real property within the Town is vested.

OWNER-OCCUPIED

A. SINGLE-FAMILY RESIDENCES - For any rental property to be considered owner-occupied, a deeded owner of the rental property must prove that (i) at least one person who is a deeded owner with an ownership interest of at least 10% or more., or (ii) at least one person who is a principal owner, partner, member or shareholder of at least a 10% share of a business entity, which business entity is the deeded owner, maintains his/her primary residence and abode at the rental property.

B. TWO FAMILY RESIDENCES - The primary residential living unit of the owner is located within the rental property.

C. At the request of the Town of Orangetown, any owner who claims to reside at the rental property shall provide an affidavit providing the necessary information to support his/her claim that the premises are owner-occupied.

~~RENTAL PROPERTY — Includes all buildings, as defined herein, and/or land containing one or more spaces rented, leased, licensed, let, hired, or permitted to be occupied or used, whether for compensation or otherwise not, by persons or entities other than the record owner thereof, for a period of time that is 30 consecutive days or longer and that is not a short term residential use of real property for rental or rental-like purposes as defined herein. This definition includes any building containing commercial rental space, residential rental space, or a combination of commercial and residential rental space, but does not include owner-occupied residential buildings or hotels and motels for purposes of this article.~~

Any house, structure or building that contains a residential rental unit, other than owner-occupied houses, structures or buildings.

RENTAL UNIT - Any portion of a house, building or structure that is rented or leased, or offered for rent or lease, for the purpose of occupancy as an abode or for dwelling purposes, to a person or persons.

SHORT-TERM RESIDENTIAL RENTAL — A dwelling unit, as defined herein, including, but not limited to, a house, condominium, townhome, townhouse, cooperative unit, apartment, or any other residential building or land, that is rented or leased, or otherwise allowed to be occupied, in whole or in part, to any person or persons, or business entity, such as a partnership, corporation, limited-liability company, limited-liability partnership, limited partnership, organization, association ("business entity"), for a period of time that is less than 30 consecutive days. "Rental," for these purposes, means an understanding, agreement or contract, written or oral, granting, allowing or permitting the use, occupancy or possession of a residentially zoned building, land or property, in whole or part, by a person or business entity in exchange for monetary payment, remuneration, compensation, barter arrangement, or other consideration ("compensation"). The term "short-term rental" does not include hotel or motel rooms, or month-to-month tenancies in dwelling units authorized in a Town zoning district for that purpose, but includes rentals, licenses, leases, letting or hiring out, or other such uses, as defined herein, for purposes of assembly.

TENANT — Any person or business entity who has leased, rented or licensed the use or occupancy of any dwelling unit from the owner, or from any other person or business entity with a right to allow or permit the same, regardless of the type of tenancy under which they use or occupy the rental unit.

§ 15.4. Registration of ownership rental property.

- A. Registration. Every owner of rental property, as defined ~~herein~~ in this article, shall be required to register such property, within a period of thirty (30) days from the effective date of this article, as amended and at all times thereafter as set forth in this article, with the Town Clerk on such forms as shall be prescribed by the Town Clerk.
- (1) A registration form shall be filed within thirty (30) days of receipt of a notice from the Town of Orangetown of a failure to have filed a registration as required by this article. Said notice shall be deemed sufficient if mailed via USPS First Class Mail or overnight delivery to the deeded owner of record as per the most recent Orangetown tax rolls, or by electronic mail to an electronic mail address that has previously been provided to the Town as part of a registration under this article.
 - (2) A new registration form shall be filed whenever there is a change of deeded ownership (and, in the case of a business entity, as well as whenever there is a change in the controlling interest in the business entity) of a rental property, and it shall be the responsibility of the new owner to file such form within 30 days of taking deeded ownership of the property.
 - (3) A registration form shall be filed by every owner of a rental property within 30 days of whenever such property first becomes a rental property.
 - (4) Following the initial registration, an annual filing shall be made, between January 1 and February 1 of each calendar year, certifying that there has been no change in the status or ownership of the rental property, or reflecting the nature of any change in ownership or other information that is required to be provided on the registry form.
- B. Registry fee. Every owner of rental property, required to register with the Town Clerk, shall pay a ~~biennial~~-registration fee as ~~follows~~: set by Resolution of the Town Board.
- ~~(1) For a building having one to four units: \$20 per rental space or unit;~~
 - ~~(2) For a building having five to 20 units: \$20 for units one through four, and \$10 per unit for units five through 20;~~
 - ~~(3) For a building having more than 20 units: the above stated fees for units one through 20, and \$5 for each unit over 20.~~
 - ~~(4) Such fee shall be paid to the Town of Orangetown, and shall represent the cost of maintaining the registry and conducting periodic inspections and other activities, as may be required in furtherance of the purposes of this article.~~

§ 15.4.1 Exemptions.

- A. This article shall not be construed to require the registration of a residential rental premises if the premises is owner occupied as defined in this Article. Any person who is a beneficiary or a trustee of a Trust, which Trust is a deeded owner of such property, as well as any person who occupies a premises under a "life estate," shall be considered an "owner" for purposes of this article.
- B. In no case may more than one residential rental premises qualify for the exemption in this section by any one deeded owner.
- C. The registration requirements of this article shall not apply to hotels and motels when operating for their intended purpose within the meaning of State law and the Orangetown Zoning Code and other Orangetown land use regulations; hospitals, congregate care housing for seniors, assisted living for seniors, nursing homes, and similar living arrangements; apartment houses and complexes, garden apartments and public housing owned and operated by governmental agencies.

§ 15.5. Registry form and filing.

- A. The registry form shall require the following information:
 - (1) The property address and section, block and lot number as appears on the Tax Map of the Town of Orangetown, and the number of residential dwelling units and/or commercial units, as the case may be, permitted to be occupied on each property.
 - (2) The owner's name(s), mailing address(s), street address(s) and all functioning telephone numbers, including, but not limited to, a functioning cell phone number and a functioning email address (and a functioning facsimile/fax number, if and as available). Post office box numbers may be included, but the physical location at which the owner may be contacted shall be required and submitted to the Town at all times. All such information shall be together referred to herein as "contact information."
 - (3) Where the property is owned by a corporation, the contact information of the person designated by the corporation as responsible for the management, maintenance, care or supervision of the property, and to receive service of process in addition to the Secretary of State, and of each shareholder thereof.
 - (4) Where the property is owned by a limited-liability company ("LLC"), limited-liability partnership ("LLP") or partnership, the contact information of each manager or managing member or partner and of each member or partner.
 - (a) Where an LLC, LLP, LP or partnership is owned or operated, in whole or in part, by a different LLC, LLP, LP or partnership, then the contact information of all the managers or managing members or partners, as the case may be, of the LLC, LLP, LP or partnership that owns the registering LLC, LLP, LP or partnership.

- (5) Where day-to-day responsibility for the management, supervision, care or maintenance of the property rests with a person other than the officer, shareholder, manager or managing member or partner set forth on the registration, the contact information of the person so responsible shall be submitted to the Town.
- B. The form shall be signed by all of the owners before a notary public and shall bear the following statement directly above such signatures: "I certify that all information contained in this statement, including the number of lawful rental spaces or units represented, is true and correct to the best of my knowledge and belief. I understand that the willful making of a false statement of material fact herein will subject me to the provisions of law relevant to the making of false instruments and shall constitute a violation of this article."
- C. It shall be the obligation of each owner to timely notify the Town Clerk whenever the information provided on the biennial registry form has become outdated or for any reason is

no longer accurate. It shall be the responsibility of each owner to recertify the aforementioned information every ~~two~~ years.

§ 15.5.1 Inspection requirements

- A. The Director of the Town Office of Building Zoning Planning Administration and Enforcement (OBZPAE) shall make provisions for the biennial inspection of each residential rental premises which is subject to the provisions of this chapter and shall notify each owner/landlord of each rental premises as to the time and place of such inspection. The inspection shall be for the purposes of determining compliance with this Chapter and other applicable laws and shall expressly include in each instance the determination of the presence of functioning and proper placement of smoke and carbon monoxide detectors as well as fire extinguishers pursuant to the provisions of state law and this Code.
- B. Any inspection report issued pursuant to Subsection A of this section which reveals the presence of a violation of this chapter shall be remedied by the owner within 10 days of the issuance of such report. Failure to bring any dwelling into conformance with such report within 10 days of the issuance of such report shall constitute a violation of this chapter.

§ 15.6. Short-term residential rentals and other rental-like purposes.

- A. Short-term residential rentals and other rental-like purposes prohibited. No owner, lessee, licensee, tenant or occupant, or other person or business entity having any right to, or interest in, or claiming any right or interest in, any real property within the jurisdiction of the unincorporated area of the Town of Orangetown and located in an R-80, R-40, R-22, R-15, RG, MFR or PAC Zoning District shall license, rent, lease, hire out, let, or otherwise allow or permit, for compensation or not,, the use or occupancy of such property, or any part thereof, whether such use or occupancy is daily, hourly, overnight or weekly, for a period of time that is less than 30 consecutive days.
- B. Short-term rental of outdoor pools and spaces. No owner, lessee, licensee, tenant, or occupant, or other person or business entity having any claimed and/or actual right to, or interest in, any real property within the jurisdiction of the unincorporated area of the Town of Orangetown and located in an R-80, R-40, R-22, R-15, RG, MFR or PAC Zoning District shall license, rent, lease, hire out, let, or otherwise allow or permit, for compensation, the use or occupancy of any outdoor spaces, including, but not limited to, swimming pools, spas, playgrounds and yards, for purposes of assembly.
- C. Exception. Occupancy or use pursuant to a post-real estate closing (conveyance) possession agreement by the seller of any dwelling unit shall not be a violation of short term rentals, provided that title has passed to the purchaser and the deed for the dwelling unit to the new owner has been filed in the Rockland County Clerk's office on the same day, or within five days, of closing of title to the property.

§ 15.7. Penalties for offenses; enforcement.

- A. No rental property or short-term rental or rental-like purpose, as defined herein, shall be used or occupied except in strict compliance with the provisions herein, and the failure to comply shall constitute a violation of a certificate of occupancy or other legal status permitting the

use and occupancy of the building.

- B. Any person or business entity who shall violate any provision of this article, including, but not limited to, failing to register a rental property as required under this article, and/or each and every person and/or business entity that is identified as being present at any residential property located in the Town that is covered by this article at the time of any violation and/or participating in any such assembly prohibited by this article, shall be punishable as provided in § 41A-1 of the Orangetown Code.
- C. Civil remedies. In the event an owner foils, neglects or refuses, whether intentional or unintentional, to correct, cure and remedy, as well as abate, a violation under this article within 24 hours of any notice of a violation by the Town, either posted on the subject property or otherwise provided to the owner thereof, the Town may commence, or cause to be filed, a criminal summons, as well as additionally file, or cause to be filed, a civil action requesting injunctive and/or other relief, and seek monetary damages to compensate the Town for the costs it has, and will incur, because of the violation and any efforts to stop the violation from continuing, including reasonable attorney's fees expended or otherwise

incurred by the Town. Nothing in this article requires that any such notice of violation be issued before the Town pursues any and all available remedies provided for herein.

- D. Other remedies. The remedies provided for in this section are in addition to, and not in lieu of, all other legal remedies, criminal or civil, which may be pursued by the Town to address any violation of the Orangetown Code or other public nuisance, as well as including, but not limited to, by any Town resident under New York State Town Law § 268. In the event any Town resident: brings such an action under NYS Town Law § 268, or otherwise, said Town resident: shall be entitled to recover reasonable attorney's fees, costs and disbursements, as well as any damages any said Town resident has sustained by the person or business entity that caused, or contributed to, any violation herein of this article or other Orangetown Code provision, or state law, rule or regulation; however, such Town resident's entitlement to recover reasonable attorney's fees, costs and disbursements, and damages, etc., shall not be recoverable from, or awarded in favor of the Town resident against, the Town of Orangetown.
- E. This article may be enforced by the Orangetown i) Office of Building, Zoning and Planning Administration and Enforcement, ii) Bureau of Fire Prevention iii) Police Department, and/ or (iv) any other law enforcement agency having lawful jurisdiction to do so.

§ 15.8. Presumptive evidence of violation.

- A. The presence or existence of any of the following is presumptive evidence that a building is being used in violation of this article:
- (1) Person(s) occupying, using or present at the residence or property state that he/she/they have leased, rented, licensed or hired, or otherwise are allowed or have consent or permission to be present at the residence or property, from the owner, representative of the owner, or other person or business entity associated with the property, and/or paid, or offered to pay, any compensation, or otherwise provided any benefit, to the owner or representative of the owner, directly or indirectly, or any other person or business entity to be a guest, invitee or licensee, or otherwise allowed to use, occupy or be present at said residence or property for a time period of less than 30 consecutive days.
 - (2) The residence has been published in printed or online/internet sources as being available for short-term rental.
- B. If any of the following documents related to a property owner sets forth any address, other than that of a residential property located in the Town it is presumptive evidence that an owner of a property does not reside at said property in the Town:
- (1) Voter registration.
 - (2) Motor vehicle registration.
 - (3) Driver's license.
 - (4) Any other document signed, or otherwise acknowledged, by the owner.
- C. The issuance and/or wearing and/or possession of any wristbands, tickets, receipts, or other such documents related to and/or evidencing any assembly prohibited by this article.

- D. The deposit of garbage and/or debris on any public road or other properties nearby any property where a violation of this article occurs, as well as parking of vehicles on public roads associated with any assembly prohibited by this article, shall be evidence of a violation of this article.
- E. The generation of any noise coming from any property that is in violation of this article at or above the noise levels proscribed by the Orangetown Code shall be evidence of a violation of this article.
- F. The foregoing may be rebutted by evidence admissible in any court in New York State that is presented to the Town of Orangetown.

§ 15.9. Severability.

If any provision, clause, sentence, paragraph, section or part of this Article XV shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof but shall be confined in its operation to the provision, clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have been rendered.

§ 15.10. When effective.

This article shall take effect upon publishing and posting and upon filing a copy with the New York State Secretary of State, as may be required by law.

LOCAL LAW NO. ____ - 2025 OF THE TOWN OF ORANGETOWN,

AMENDING CHAPTER 39 (VEHICLES AND TRAFFIC), ARTICLE I (VEHICLE AND TRAFFIC REGULATIONS) 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 – Legislative Findings, Objectives and Purpose of this Local Law No. ____ of 2025:

The Town of Orangetown Traffic Advisory Board, having investigated issues related to congestion and safety in the Hamlet of South Nyack, recommends the Town Board adopt the local law amending the Town Code, to prohibit parking on the north side of Gesner Avenue, from the eastern-most pavement edge extending for 102 feet west, and south side, from the eastern-most pavement edge extending for 338 feet west. Having held a public hearing on the matter, the Town Board finds the Prohibition on Parking is necessary for traffic safety. The time limitation parking on Gesner Avenue will also be removed.

Additionally, the Orangetown Traffic Advisory Board, having investigated issues related to congestion and safety in the Hamlet of Tappan, recommends the Town Board adopt the local law amending the Town Code to prohibit parking on the east side of Brandt Avenue between Old Tappan Road and Main Street.

Section 2 – Chapter 39 (Vehicles and Traffic), Article I (Vehicle and Traffic Regulations), §39-5 of the Code of the Town of Orangetown entitled “Prohibition of stopping, standing or parking in specified places”, shall be amended so as to revise the following subsection “20” to paragraph “M” of Section 39-5, and, as amended, shall read as follows:

§39-5. **Prohibition of stopping, standing, or parking in specified places.** Except when necessary to avoid conflict with other traffic or in compliance with law or the directions of a police officer or official traffic control device, no person shall, within the limits of the Town of Orangetown:

M. In the Hamlet of South Nyack, parking in the following locations is prohibited:

(20) Gesner Avenue, north side, from the eastern-most pavement edge extending for 102 feet west, and south side, from the eastern-most pavement edge extending for 338 feet west.

Section 3 – Chapter 39 (Vehicles and Traffic), Article I (Vehicle and Traffic Regulations), §39-7 of the Code of the Town of Orangetown entitled “Time limitation on parking” shall be amended so as to repeal subsection (A)(5)(i), and, as amended, shall read as follows:

§39-7

A. The parking or standing of vehicles for a period of longer than two hours is hereby prohibited in any of the following locations:

- (5) In the Hamlet of South Nyack:
(i) Intentionally deleted.

Section 4 – Chapter 39 (Vehicles and Traffic), Article I (Vehicle and Traffic Regulations), §39-6 of the Code of the Town of Orangetown entitled “Prohibition of parking on designated highways”, shall be amended so as to revise the following subsection “8” to paragraph “E” of Section 39-6, and, as amended, shall read as follows:

§39-6 **Prohibition of parking on designated highways.** The parking or standing of vehicles in any of the following locations is hereby prohibited:

E. In the Hamlet of Tappan:

(8) On the east side of Brandt Avenue between Old Tappan Road and Main Street.

Section 5– Chapter 39 (Vehicles and Traffic), Article I (Vehicle and Traffic Regulations), §39-7 of the Code of the Town of Orangetown entitled “Time limitation on parking”, shall be amended so as to revise the following subsection “d” to paragraph “2” of Section 39-7D, and, as amended, shall read as follows:

§39-7

D. The parking or standing of vehicles for a period of longer than four hours is hereby prohibited in any of the following locations:

(2) In the Hamlet of Tappan:

(d) On the westerly side of Brandt Avenue between Old Tappan Road and Main Street.

Section 6. 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 7. 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 8. 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

MILLENNIUM STRATEGIES

February 21, 2025

Hon. Teresa M. Kenny
Town Supervisor
Town of Orangetown
26 Orangeburg Road
Orangetown, NY 10962

RE: Renewal Proposal – Flex Grant Consulting Services

Dear Supervisor Kenny,

Millennium Strategies LLC is pleased to submit the following renewal proposal to the Town of Orangetown for the continued provision of our Flex Grant Consulting Services. Millennium has had the privilege of providing these services on behalf of the Town since February 2024. Through our grant research we have provided the Town with ongoing access to competitive intelligence and consultations pertaining to grant opportunities made available by both governmental and non-governmental sources. In addition, we have also worked to support the Town's grant procurement efforts through our grant writing and project support services. To date we have helped to secure 1 grant award, representing \$72,555.00 in grant funding secured, on behalf of the Town. A copy of our annual service report highlighting all grant applications submitted on behalf of the Town is included with our proposal as an attachment. We understand the Town's needs and goals and look forward to the opportunity to continue to be of service in 2025.

COMPANY PROFILE

Founded in 2005, Millennium Strategies is the largest full-service grants consulting firm in the region. We currently represent more than 180 municipalities, counties, school districts and non-profit entities located throughout New York, New Jersey, Pennsylvania, Ohio, and Missouri. Since our inception, we have helped to secure over \$2 billion in both governmental and non-governmental grant funding on behalf of our public sector clients.

What sets Millennium apart is our comprehensive and aggressive approach to providing grant research, grant writing, and grant administration services. We help our clients address their challenges by identifying, applying for, and administering grant funding for projects and programs that fall within the following categories:

- Arts and culture
- Community development
- Disaster recovery
- Economic development
- Environmental protection
- Health services
- Historic preservation
- Human services
- Public safety
- Parks and open space
- Recreation
- Senior services
- Sustainability
- Tourism
- Transportation
- Water and sewer

STAFF PROFILE

As Millennium's President and CEO, Ed Farmer has assembled an accomplished team of 40 grant writing and support professionals responsible for ensuring the delivery of quality and timely services on behalf of the Millennium's clients. If Millennium is retained by the Town, Dave Jenkins will continue to serve as Partner-in-Charge on behalf of the Town's account. Additional staff may be brought in to support our engagement on behalf of the Town if deemed necessary by Millennium.

All services will be performed directly by employees of Millennium. We will not hire subcontractors to perform any of the services outlined within our proposal. All principals and staff employed by Millennium possess post-secondary degrees related to government consulting/grant writing and are in good standing with the State of New York and other grant agencies. Neither the firm nor any individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice or from working with public entities by any federal, state, or local agency. All staff and principals that will support the delivery of service on behalf of the Town will be stationed out of our offices located at 25 Smith Street, Suite 401, Nanuet, NY, 10954.

SCOPE OF SERVICES / FEE SCHEDULE

During calendar year 2025, Millennium proposes to continue to provide our full suite of Flex Grant Consulting Services on behalf of the Town. A detailed scope of services and fee schedule is included with our proposal as an attachment.

DISCLOSURES

Millennium Strategies is a Limited Liability Company. Since 2005, Ed Farmer has served as Millennium's President, CEO, and majority sole shareholder. Susan Scavone previously served as Millennium's principal and minority shareholder from 2005 through 2022. During our 20 years of operation, the company has not undergone any changes to the business name. Millennium complies with all applicable EEO and Affirmative Action Laws. No judgments, claims or suits have ever been filed against our company. In addition, Millennium is not now, nor has it ever been involved in any bankruptcy or reorganization proceedings. Millennium does not employ any relatives of the Town nor are any of our employees unionized. In addition, no principals or employees of Millennium are related to any employee or elected official of the Town. Millennium has no conflicts of interest that would prohibit the award of a contract for the provision of services being sought by the Town.

CONCLUSION

Thank you again for considering Millennium Strategies. We understand the Town's needs and goals and look forward to the opportunity to continue to be of service on behalf of the Town during calendar year 2025. Should you have any questions regarding our proposal or require additional information, please do not hesitate to contact me by phone at (201) 230-8545 or by email at djenkins@m-strat.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dave Jenkins', written in a cursive style.

Dave Jenkins
Director of New York Operations
Millennium Strategies LLC

SCOPE OF SERVICES / FEE SCHEDULE

SCOPE OF SERVICES / FEE SCHEDULE

During calendar year 2025, Millennium Strategies proposes to continue to provide our full suite of Flex Grant Consulting Services on behalf of the Town of Orangetown. Details pertaining to our scope of services and fee schedule are outlined below.

Scope of Services

Service 1: Kickoff Call and Consultation - Millennium will organize and attend an initial kickoff call with the Town. During this kickoff call Millennium will seek to introduce key Town staff to our service team and outline our plan for service delivery throughout the duration of the contract period.

Service 2: Research Available Grant Opportunities – Millennium will research available federal, state, county, corporate and philanthropic grant opportunities. Grants researched will focus on all areas of local government operations including, but not limited to: arts and culture, community development, disaster recovery, economic development, environmental protection, health services, historic preservation, human services, public safety, parks and open space, recreation, senior services, sustainability, tourism, transportation, and water/sewer.

Service 3: Access to Detailed Grant Summaries – Millennium will prepare and present detailed summaries for all available grant opportunities identified and applicable to the Town. Grant summaries presented will provide Town staff with access to key information pertaining to each grant opportunity including deadlines, eligibility requirements, funding parameters, eligible project categories, etc. Key Town staff will receive automated e-mail notifications on a weekly basis notifying them when new grant opportunities are available for their review. Town staff will also retain access to Millennium’s proprietary web-based grant research portal platform, where they may access and review the full grant summaries presented by Millennium.

Service 4: Consultations on Available Grant Opportunities – Millennium will provide consultations when requested by the Town regarding grant opportunities that the Town may be interested in pursuing. These consultations will provide key Town staff with guidance regarding the goals, objectives, and qualifying criteria associated with each grant opportunity presented in order to determine whether each grant opportunity is viable for the Town to pursue.

Service 5: Grant Writing and Project Support – Millennium will provide grant writing and project support services when requested by the Town and mutually agreed to by Millennium. This includes assistance with the preparation of grant applications as well as specialized research projects, on-site meeting attendance, and any other unspecified administrative tasks related to grants. This service does not include ongoing grant or project management. These services will only be rendered when specifically requested by the Town and agreed to by Millennium. Millennium reserves the right to reject any grant writing and/or project support request made by the Town at any time for any reason or no reason at all.

Fee Schedule

Millennium Strategies will provide our Scope of Services, as outlined, and described above, in accordance with the fee schedule outlined below. There are no hidden costs associated with our fee structure.

Services 1 - 4 – Millennium will provide these services for a flat annual consulting fee of \$5,000.00. This fee will be billed in a ~~lump sum amount once annually upon contract execution~~. These services will be provided on an ongoing basis throughout the contract period.

Service 5 – Millennium will provide these services for flat consulting fees. Consulting fees will be assessed on a per-project basis and calculated based upon the estimated time/commitment required to complete each project assigned at our standard hourly rate of \$150.00. Prior to rendering any services, Millennium would provide the Town with a written project agreement outlining the specific scope of work and consulting fee associated with each project that the Town is seeking support with. Millennium will proceed with providing services only upon receiving written acceptance of each project agreement presented. Consulting fees will be billed in full upon completion of each project authorized by the Town.



two payments, six months apart upon contract execution.

ANNUAL SERVICE REPORT

MILLENNIUM

STRATEGIES

MEMORANDUM

TO: Town of Orangetown
FROM: El Ayala
DATE: January 27, 2025
RE: Monthly Activity Report
CC:

This memo will provide an overview of all work performed to date by Millennium Strategies on behalf of Town of Orangetown from contract year January 1, 2024 to January 1, 2025. For more information, contact El Ayala at eayala@m-strat.com.

- **Grant Applications Approved, Funding Awarded:**

Funding Program	Purpose of Grant	Amount of Award	Month of Award
NYS Archives - Local Government Records Management Improvement Fund (LGRMIF) FY24-25	Document Conversion and Access project	\$72,555.00	July 2024

- **Grant Applications in Progress:**

Due Date	Funding Program	Amount Available	Date Noticed
2/28/2025	NYS Department of Environmental Conservation - Municipal Zero-emission Vehicle (ZEV) Infrastructure Grants Program FY24	\$500,000.00	10/8/2024

- **Grant Applications Submitted, Pending Review:**

Date Submitted	Funding Program	Purpose	Amount Requested	Estimated Response
4/30/2024	US Congress - Community Project Funding FY25	Sidewalk Improvements	\$1,800,000.00	Fall 2025
4/3/2024	US Congress - Community Project Funding FY25	Road Improvements	\$1,500,000.00	Fall 2025

Town of Orangetown Department of Recreation and Parks 2025 Proposed Fee Schedule

Non-Resident Park Access Fees	Annual	Daily
Annual Pass	\$250.00	\$25.00
Senior (65 and over)	\$150.00	\$15.00
Young Adult (age 12-18)	\$165.00	\$16.00
Child (age 2-11)	\$150.00	\$15.00
Veterans	No Charge	No Charge

Orangetown Youth Groups		
Location	2020 Fees	2025 Fee
Field/Courts/Rink w/o Light Use	No Charge	No Charge
Softball Fields/Courts w/Lights	\$25.00	\$20.00 hr.
Baseball Fields w/Lights	\$35.00	
In-Line Rink w/Lights	\$25.00	
Athletic Sports Camps (for profit)	\$55.00	\$30.00 hr.

Orangetown Adult Groups and Leagues		
Location	2020 Fee	2025 Fee
Softball Fields w/o Lights	\$45.00	\$30.00 hr.
Baseball Fields w/o Lights	\$55.00	
Athletic Fields/Courts w/o Lights	\$45.00	
In-Line Rink Use w/o Lights	\$45.00	
Softball Fields w/Lights	\$70.00	\$50.00 hr.
Baseball Fields w/Lights	\$80.00	
Athletic Fields/Courts w/Lights	\$70.00	
In-Line Rink Use w/Lights	\$70.00	

College Use Non-Turf Field		
Location:	2020 Fee	2025 Fee
College Field Use w/o Lights	\$150.00 3 hrs.	\$60.00 hr.
College Field Use w/Lights	\$175.00 3 hrs.	\$100.00 hr.

Artificial Turf Field Per. Hr.				
Location	Resident 2020	Resident 2025	Non-Resident 2020	Non-Resident 2025
Soccer Complex w/o lights	\$100.00 per hr.	\$120.00 hr.	\$200.00 per hr.	\$240.00 hr.
Soccer Complex w/ lights	\$115.00 per hr.	\$140.00 hr.	\$230.00 per hr.	\$280.00 hr.

General Fees		
Location	2020 Fee	2025 Fee
Park Permit for General Use	\$40.00 plus labor	\$25.00 hr./plus labor
Showmobile Use Fee	\$500.00 per event/day plus labor	\$600 per event/day plus labor
Room Rental	\$50.00	\$35.00 hr.
	\$50.00	

Non-Resident Groups/Organizations/Leagues 2.5 hrs. (softball 2 hrs.)		
Location	2020 Fee	2025 Fee
Softball Fields w/o Lights	\$90.00	\$60.00 hr.
Baseball Fields w/o Lights	\$110.00	
Athletic Fields/Courts w/o Lights	\$90.00	
In-Line Rink Use w/o Lights	\$90.00	
Softball Fields w/Lights	\$140.00	\$100.00 hr.
Baseball Fields w/Lights	\$160.00	
Athletic Fields/Courts w/Lights	\$140.00	
In-Line Rink Use w/Lights	\$140.00	
Park Permit for General Use	\$80.00 plus labor	\$50.00 hr./plus labor

Verified Charity Events				
Location	Resident 2020	Resident 2025	Non-Resident 2020	Non-Resident 2025
Softball Fields w/o Lights	\$25.00	\$20.00 hr.	\$50.00	\$40.00 hr.
Baseball Fields w/o Lights	\$30.00		\$60.00	
Athletic Fields/Courts w/o Lights	\$25.00		\$50.00	
In-Line Rink Use w/o Lights	\$25.00		\$50.00	
Softball Fields w/Lights	\$35.00	\$40.00 hr.	\$70.00	\$80.00 hr.
Baseball Fields w/Lights	\$40.00		\$80.00	
Athletic Fields/Courts w/Lights	\$30.00		\$60.00	
In-Line Rink Use w/Lights	\$35.00		\$70.00	
Park Permit for General Use	\$20.00 plus labor	\$15.00 hr./plus labor	\$40.00 plus labor	\$30.00 hr./plus labor

BID ITEM:

**GOLF COURSE TREE REMOVAL PROJECT
BLUE HILL & BROADACRES**

BID OPENING TIME

11:00AM

DATE

02/20/25

**CONTRACTOR
NAME
&
ADDRESS**

*Northwest Sweeps
& Rentals
Fairfield, NJ
O'Sullivan Tree Care
W. Nyack, NY
Downes Tree Service
Hawthorne, NJ*

DATE RECEIVED

2/20/25 2/20/25 2/20/25

TIME RECEIVED

9:37AM 10:15AM 10:19AM

**NON COLLUSION
STATEMENT**

✓ ✓ ✓

**BID BOND or
CERTIFIED CHECK**

✓ ✓ ✓

PROJECT COST - LABOR

EQUIPMENT:

Crane

~~Hourly Cost \$~~ *\$ 102.00 \$ 200.00 \$ \$*
~~Daily Cost \$~~ *\$ 816.00 \$ 1,600.00 \$ \$*

Bucket Truck

~~Hourly Cost \$~~ *\$ 102.00 \$ 125.00 \$ \$*
~~Daily Cost \$~~ *\$ 816.00 \$ 1,000.00 \$ \$*

Chipper, Chipper Truck

~~Hourly Cost \$~~ *\$ 102.00 \$ 75.00 \$ \$*
~~Daily Cost \$~~ *\$ 816.00 \$ 600.00 \$ \$*

BobCat Skidder

~~Hourly Cost \$~~ *\$ 102.00 \$ 150.00 \$ \$*
~~Daily Cost \$~~ *\$ 816.00 \$ 1,200.00 \$ \$*

Log Truck

~~Hourly Cost \$~~ *\$ 102.00 \$ 150.00 \$ \$*
~~Daily Cost \$~~ *\$ 816.00 \$ 1,200.00 \$ \$*

PROJECT COSTS - EQUIPMENT

EQUIPMENT:

Crane

~~Hourly Cost \$~~ *\$ 200.00 \$ 200.00 \$ \$*
~~Daily Cost \$~~ *\$ 1,600.00 \$ 1,600.00 \$ \$*

Bucket Truck

~~Hourly Cost \$~~ *\$ 125.00 \$ 125.00 \$ \$*
~~Daily Cost \$~~ *\$ 1,000.00 \$ 1,000.00 \$ \$*

Chipper, Chipper Truck

~~Hourly Cost \$~~ *\$ 75.00 \$ 75.00 \$ \$*
~~Daily Cost \$~~ *\$ 600.00 \$ 600.00 \$ \$*

**CONTRACTOR
NAME
&
ADDRESS**

*Northeast Sweepers
Rentals*
*O'Sullivan Tree Care
W. Nyack, NY*
*Downes Tree Service
Hawthorne, NJ*

BobCat Skidder					
Hourly Cost	\$	\$ 125.00	\$ 150.00	\$	\$
Daily Cost	\$	\$ 1,000.00	\$ 1,200.00	\$	\$
Log Truck					
Hourly Cost	\$	\$ 150.00	\$ 150.00	\$	\$
Daily Cost	\$	\$ 1,200.00	\$ 1,200.00	\$	\$
CERTIFIED ARBORIST					
HOURLY COST	\$	\$ 50.00	\$ 125.00	\$	\$
TUB GRINDER (or equal)					
Tree Materials in Spoil Area Upon Completion of the Project					
COST	\$	\$ 35,000.00	\$ 25,000.00	\$	\$
Contractors should be aware existing material in spoil area is expected to be ground					
PROJECT AREA					
Blue Hill Golf Course Category 1:					
Proposed Cost	\$	\$ 53,500.00	\$ 46,035.00	\$	\$
Blue Hill Golf Course Category 2:					
Proposed Cost	\$	\$ 53,500.00	\$ 63,658.00	\$	\$
Blue Hill Golf Course Category 3:					
Proposed Cost	\$	\$ 21,400.00	\$ 25,947.00	\$	\$
PROJECT TOTAL	\$	\$ 128,400.00	\$ 135,640.00	\$	\$
PROJECT AREA					
Broadacres Golf Course Category 1:					
Proposed Cost	\$	\$ 10,700.00	\$ 13,903.00	\$	\$
Broadacres Golf Course Category 2:					
Proposed Cost	\$	\$ 37,450.00	\$ 45,105.00	\$	\$
Broadacres Golf Course Category 3:					
Proposed Cost	\$	\$ 16,050.00	\$ 22,552.00	\$	\$
PROJECT TOTAL	\$	\$ 64,200.00	\$ 81,560.00	\$	\$
Total for Completion of work including Blue Hill & Broadacres (all categories) Tub Grinder (or equal)					
TOTAL COST	\$	\$ 227,600.00	\$ 242,200.00	\$	\$
Please Note, the Town reserves the right to award any or all categories specified above due to budget constraints					

BID ITEM - - - - ELECTRIC UTILITY VEHICLES & ELECTRIC EQUIPMENT

BID OPENING TIME 11:00 AM **DATE** 02/13/25

CONTRACTOR NAME & ADDRESS	DATE RECEIVED	TIME RECEIVED	NON COLLUSION STATEMENT	BID BOND or CERTIFIED CHECK
White's Farm Supply	2/6/25		✓	N/A
Schraight, Inc. NY	2/12/25	4:05 pm	✓	✓
Evo Driv LLC	2/13/25	9:46 am	✓	N/A
W. Nyack NY				
Strom Tractor Co				
Bronckhorst NY				
MTE Equipment Solutions Inc. *	2/13/25		✓	✓
W. Haverhill NY				

Category 1: Zero Turn Mowers

#1 Mean Green Rival: ZTR 22kwh 52" Rear Discharge Qty 2					
Model #					
Price:	\$ 12500/EA	\$ 24500/EA	\$	\$	\$
Charger & Accessories					
#2 48V 23A (110 Volt) Charger	\$ 1826	\$ 475.00	\$	\$	\$
Model #					
#3 48V 35A (220 Volt) Charger	\$ 1262	\$ 500.00	\$	\$	\$
Model #					
#4 ZTR Jack	\$ 299.00	\$ 200.00	\$	\$	\$
Model #					
Total	\$26099.00	\$50175.00	\$	\$	\$

Category 2: Utility Vehicles

#5 Toro Workman MDX Lithium Model # 08303 Qty 2					
Price	\$23000 EA	\$	\$41978.04	\$	\$
Charger & Accessories					
#6 Power cord (U.S.) Model #107-0384	\$ 1262	\$	\$ 172.88	\$	\$
#7 Electric Lift Kit Model #08389 Qty 2	\$ 1262	\$	\$ 1851.72	\$	\$
#8 Canopy Model #07324 Qty 2	\$ 1262	\$	\$ 1450.52	\$	\$
#9 Folding Windshield Model #07326 Qty 2	\$ 1262	\$	\$ 680.16	\$	\$
Total	\$46099.00	← NOT EQUIVALENT	\$46,113.36		

Category 3: Handheld Equipment

#10 M18FUEL 21" Self-Propelled Mower Model #2823-20	Price \$	\$ 795.00	\$	\$	\$
#11 M18FUEL 16" Straight Shaft String Trimmer Model #3046-20 Qty 2	Price \$	\$ 590.00	\$	\$	\$
#12 M18 FUEL Blower Kit Model #3017-21HD Qty 2	Price \$	\$ 790.00	\$	\$	\$
#13 M18 FUEL 20" Dual Battery Chainsaw Kit Model # 2827-22	Price \$	\$ 895.00	\$	\$	\$
#14 M18 FUEL 14" Top Handle Saw Model #2826-20T	Price \$	\$ 345.00	\$	\$	\$
#15 M18 FUEL Hatchet 8" Pruning Saw Model #3004-20	Price \$	\$ 275.00	\$	\$	\$
#16 M18 FUEL Telescoping Pole Saw Model #3013-20	Price \$	\$	\$	\$	\$
#17 M18 FUEL Telescoping Pruning Shear Model #3008-20	Price \$	\$	\$	\$	\$

CONTRACTOR NAME		White's Farm Supply in Schaghticoke NY	Evo Air IP LLC	Storn Tractor Co	MTE Equipment Solutions Inc W Mendota NY	
#18 M12 Brushless Pruning Shears Kit Model #2534-21						
Price	\$	\$ 245.00	\$	\$	\$	
#19 M18 FUEL 24" Hedge Trimmer Kit Model # 3033-21						
Price	\$	\$ 475.00	\$	\$	\$	
#20 MX FUEL 14" Cut-Off Saw w/RAPIDSTOP Brake Kit Model #MXF315-2XC						
Price	\$	\$ 2850.00	\$	\$	\$	
#21 MX FUEL 20" Plate Compactor Kit Model # MXF220-2HD						
Price	\$	\$ 5425.00	\$	\$	\$	
Charger & Accessories						
#22 Power Manager - 15 Amp Circuit Model #3333-15A						
Price	\$	\$ 495.00	\$	\$	\$	
#23 Six Bay Daisy Chain Rapid Charger Model # 49-59-1817 Qty 2						
Price	\$	\$ 590.00	\$	\$	\$	
#24 M18 FORGE 12.0Ah Battery Model #48-11-1813 Qty 6						
Price	\$	\$ 1470.00	\$	\$	\$	
TOTAL						
SUBSTITUTIONS						
Category 1: ZERO TURN MOWERS						
# 1 Zero Turn Mower Qty 2	\$	\$	\$ 59,076.48	\$ 49,339.50	\$	
Make - Model #						
Charger & Accessories						
# 2 48V 23A (110 Volt) Charger	\$	\$	\$ 0.00	\$ 999.95	\$	
Make - Model #						
# 3 48V 35A (220 Volt) Charger	\$	\$	\$ 0.00	\$	\$	
Make - Model #						
# 4 ZTR Jack	\$	\$	\$ 131.99	\$ 150.00	\$	
Make - Model #						
TOTAL						
	\$	\$	\$ 59,208.47	\$ 50,489.45	\$	
Category 2: UTILITY VEHICLES						
# 5 Utility Vehicle Qty 2	\$	\$	\$	\$ 25,895.10	\$	
Make - Model #						
Charger & Accessories						
# 6 Power Cord (U.S.) Qty 2	\$	\$	\$	\$	\$	
Make - Model #						
# 7 Electric Lift Kit Qty 2	\$	\$	\$	\$ 982.30	\$	
Make - Model #						
# 8 Canopy Qty 2	\$	\$	\$	\$ 855.00	\$	
Make - Model #						
# 9 Folding Windshield Qty 2	\$	\$	\$	\$ 408.50	\$	
Make - Model #						
TOTAL						
	\$	\$	\$	\$ 28,140.90	\$	
Category 3: HANDHELD EQUIPMENT						
#10 21" Self-Propelled Mower	\$	\$	\$	\$	\$	
Make - Model #						
#11 16" Straight Shaft String Trimmer Qty 2	\$	\$	\$	\$	\$	
Make - Model #						
#12 Blower Kit Qty 2	\$	\$	\$	\$	\$	
Make - Model #						
#13 20" Dual Battery Chainsaw Kit	\$	\$	\$	\$	\$	
Make - Model #						
#14 14" Top Handle Saw	\$	\$	\$	\$	\$	
Make - Model #						

* Price increased 2/18/24 Added after bid opening

CONTRACTOR NAME							
		Whit's Tool Supply Inc	Eco Dr IP LLC	Star Tractor Co	MTE Equipment Support W. Housatonic NY		
#15	Hatchet 8" Pruning Saw	\$	\$	\$	\$	\$	X
	Make - Model #						
#16	Telescoping Pole Saw	\$	\$	\$	\$	\$	X
	Make - Model #						
#17	Telescoping Pruning Shear	\$	\$	\$	\$	\$	X
	Make - Model #						
#18	Brushless Pruning Shears Kit	\$	\$	\$	\$	\$	X
	Make - Model #						
#19	24" Hedge Trimmer Kit	\$	\$	\$	\$	\$	X
	Make - Model #						
#20	14" Cut-Off Saw w-Rapidstop Brake Kit	\$	\$	\$	\$	\$	X
	Make - Model #						
#21	20" Plate Compactor Kit	\$	\$	\$	\$	\$	X
	Make - Model #						
Charger & Accessories							
#22	15 Amp Circuit	\$	\$	\$	\$	\$	X
	Make - Model #						
#23	Rapid Charger Qty 2	\$	\$	\$	\$	\$	X
	Make - Model #						
#24	12.0Ah Battery Qty 6	\$	\$	\$	\$	\$	X
	Make - Model #						
TOTAL							

WARRANT

Warrant Reference	Warrant #	Amount	
Approved for payment in the amount of			
	122424	\$ 102,583.21	2024 Expenses
	021925	\$ 186,493.45	2025 Utilities
	022625	\$ 7,444.19	2025 Utilities
	031125	\$ 1,496,890.44	
		\$ 1,793,411.29	

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

APPROVAL FOR PAYMENT

AUDITING BOARD

Councilman Gerald Bottari

Councilman Paul Valentine

Councilman Daniel Sullivan

Councilman Brian Donohue

Supervisor Teresa M. Kenny

**TOWN OF ORANGETOWN
FINANCE OFFICE MEMORANDUM**

TO: THE TOWN BOARD
FROM: JEFF BENCIK, *DIRECTOR OF FINANCE*
SUBJECT: AUDIT MEMO
DATE: 3/6/25
CC: DEPARTMENT HEADS



The audit for the Town Board Meeting of 3/11/2025 consists of 4 warrants for a total of \$1,793,411.29.

The first warrant had 5 vouchers for \$102,583 and had the following items of interest (2024 items).

1. AKRF Inc. (p1) - \$39,845 for drainage review escrow.
2. Vaisala Inc. (p3) - \$53,287 for Highway Chips funds.

The second warrant had 12 vouchers for \$186,493 and was for utilities. (2025 items).

The third warrant had 16 vouchers for \$7,444 and was for utilities (2025 items).

The fourth warrant had 176 vouchers for \$1,496,890 and had the following items of interest (2025 items).

3. Atlantic Salt (p6) - \$150,758 for Highway salt purchases.
4. Corsi Tire (p11) - \$7,380 for Highway tires.
5. Diehl & Sons (p11) - \$295,071 for Highway Equipment (bonded).
6. Dutra Excavating (p12) - \$13,100 for manhole repair.
7. Gabrielli Truck Sales (p25) – \$6,001 for Highway equipment.
8. Global Montello (p27) - \$57,500 for fuel.
9. Goosetown Enterprises (p28) - \$11,627 for Police leases.
10. Helmke Industries (p31) - \$33,210 for OHA snow removal.
11. SOS Fuels (p50) - \$6,776 for heating oil.
12. State Comptroller (P51) - \$39,821 for Justice fines.

13. Trius, Inc. (p57) - \$12,108 for Highway equipment.
14. Troon Golf (p57) - \$203,593 for golf course contracts.
15. Vaisala Inc. (p58) - \$34,340 for Highway Chips funds.

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

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