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In the Matter of the Interest
Arbitration

- Between -

VILLAGE OF SPRING VALLEY,

"Village"

- and -

ROCKLAND COUNTY PATROLMEN'S
BENEVOLENT ASSOCIATION, INC.,

"Union"

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NY'S PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED

OCT 27 2008

CONCILIATION

Interest Arbitration
Award

‡ A2006-023

APPEARANCES

For the Village

Bruce M. Levine, Esq., Village Attorney
Dennis Adjei-Brenyah, Esq., Of Counsel

For the Union

Bunyan & Baumgartner, L.L.P.
Joseph P. Baumgartner, Esq., Of Counsel

**BEFORE: MARTIN F. SCHEINMAN, ESQ., CHAIRMAN OF THE PANEL
BRUCE M. LEVINE, ESQ., VILLAGE MEMBER OF THE PANEL
RICHARD P. BUNYAN, ESQ., PBA MEMBER OF THE PANEL**

BACKGROUND

The parties are signatories to a Collective Bargaining Agreement which expired May 31, 2006. When negotiations and mediation efforts failed to produce a successor Agreement, the Union petitioned the New York State Public Employment Relations Board ("PERB") for appointment of a Public Arbitration Panel pursuant to procedures set forth in Section 209.4 of the Civil Service Law of the State of New York ("Taylor Law"). On December 7, 2006, PERB appointed the undersigned as members of the Public Arbitration Panel for the parties' dispute.

Thereafter, hearings before the Panel were held on April 23, 2007, May 16, 2007, and June 20, 2007, at Village Hall, Spring Valley, New York. During these hearings, the parties were afforded full opportunity to present evidence in support of their respective positions. They did so. Thereafter, the parties submitted written post-hearing briefs. The Village's brief was submitted September 11, 2007. The Union's brief was submitted October 4, 2007. Upon receipt of those submissions, we declared the record closed and began our Executive Session.

POSITIONS OF THE PARTIES

The parties concur their successor Agreement should be for a term of three (3) years. Beyond that, they are at odds over remaining terms.

Position of the Union

The Union proposes all salaries covered by the expired agreement be increased by seven percent (7%) on June 1st in each year of the successor Agreement. It argues salaries paid its First Grade Police Officers as of January 2006 are the lowest of all Town and Village police departments within Rockland County, as depicted on Union Exhibit 31. The Union acknowledges a seven percent (7%) raise is higher than average increases paid since 2000 by this Village and other municipalities within Rockland County, but asserts such raises are needed to improve the poor relative ranking of its members compared to salaries paid elsewhere. It contends the economic health of the Village remains strong. The Union asserts the Village's finances are stable and warrant these increases as fair compensation for the difficult jobs its members perform for Village residents.

The Union proposes increasing Detective Differential pay to ten percent (10%) above first grade police officer, increasing Sergeant Differential pay to twenty percent

(20%) above first grade police officer, and increasing Detective Sergeant differential pay to thirty percent (30%) above first grade police officer. It asserts these increases are warranted as fair compensation for these higher positions. It also contains a fair differential between ranks encourages employees to seek promotions.

The Union proposes to establish a ten percent (10%) shift differential for the 4-12 shift and the midnight shift. It maintains these differentials are fair and reasonable in light of the impact these tours of duty have on officers assigned to work during those hours. The Union contends employees who work evenings and nights do so at personal expense to their family life and deserve the requested pay differentials. It notes such difficulties are common in police agreements. The Union insists there is no reason its members should not enjoy a similar benefit.

The Union proposes to increase the longevity increment from seven hundred fifty dollars (\$750.00) to one thousand two hundred dollars (\$1,200.00) effective June 1, 2006, for each three (3) years of service. Effective June 1, 2007, it asserts longevity payments should be calculated at three and one-half percent (3.5%) of the salary for First Grade Patrolman for every five (5) years of service, up to and

including twenty (20) years of service. Effective June 1, 2008, the Union proposes longevity steps be increased to four percent (4%) of the salary of First Grade Patrolman for every five (5) years of service. It contends these increases in longevity pay are needed to remain competitive with other jurisdictions in attracting and retaining qualified officers.

The Union asks we amend the bereavement leave provisions of Section 8 of the expired Agreement in several respects. It asks the amount of paid bereavement leave for death of a parent, spouse, child, brother, sister, mother-in-law and father-in-law be increased from four (4) work days to five (5) work days. The Union would also add son-in-law and daughter-in-law to the list of relations whose death would give rise to paid bereavement leave. As well, it proposes three (3) work days of paid bereavement leave should be provided following death of a grandparent-in-law, niece, nephew, aunt, uncle, brother-in-law and sister-in-law. The Union also asks we expand the time in which bereavement leave may be taken from four (4) calendar days following the day of death to any time within thirty (30) days following the day of death. As well, it proposes if a member has an approved Personal Leave day, Compensatory

day, Holiday day or Chart day and these days occur during a bereavement period, the scheduled time off shall be automatically re-credited to the member and he shall be entitled to use paid bereavement leave for the days in question.

The Union insists these changes comport with the reality of the relatives in employees' lives. The bereavement leave benefit should reflect these important relationships, argues the Union. As well, the Union claims with relatives spread out all over the globe, it is sometimes a long period of time before family members may assemble to mourn or bury a loved one.

The Union makes several proposals for uniform and clothing. It asks each uniformed member be given an allotment of eight hundred dollars (\$800.00) for purchase of job-related clothing and equipment. The Union contends the existing equipment allowance of One Hundred and Five (\$105.00) Dollars has not been adjusted in some time as is inadequate given the cost of required items. For detectives, the Union proposes this allowance be one thousand dollars (\$1,000.00) effective June 1, 2006, and one thousand five hundred dollars (\$1,500.00) effective June 1, 2007. For members assigned to Street Crime Unit or

plain clothes duty, it proposes a clothing allowance of three hundred dollars (\$300.00) effective June 1, 2006, increased to five hundred dollars (\$500.00) on June 1, 2007. The Union maintains its officers, uniform and plain clothes are required, so as to perform their jobs, to have special clothing not otherwise worn. It contends the Village should reimburse its members for some part of that expense, as is reflected in its proposal.

The Union opposes the Village's proposals for additional training days as unwarranted. It also opposes the Village's proposals for contributions by unit members towards certain employer-provided health benefits. In the Union's view, continued provision of employer-paid health benefits is fair, reasonable and needed to remain competitive with police departments in comparable jurisdictions. It insists virtually no other comparable jurisdiction requires police to contribute to health insurance. This is particularly unwarranted here, insists the Union given the low salaries received by its members, when compared to comparable communities.

The Union argues its members should be considered comparable to other village and town police officers employed in Rockland County. It contends interest

arbitration panels for police departments within Rockland County have consistently used countywide comparability as a measure of comparison and have not looked to terms and conditions of employment in other counties such as Westchester, Putnam or Orange. The Union relies upon the Award of Arbitrator Edelman in Town of Haverstraw/Town of Haverstraw PBA (April 23, 2004) as demonstrating a longstanding practice of using countywide comparisons when determining interest arbitration disputes. It argues that Award emphasized an earlier decision by Arbitrator Douglas, from 1999, which noted Rockland County's homogeneous and compact nature as one of the smallest counties within New York State and which found Rockland County police departments have used County comparability as a measure of comparison by custom and longstanding practice. The Union also relies upon the Award of Arbitrator Liebowitz in Village of Spring Valley/PBA of the Village of Spring Valley (March 14, 1988), which used Countywide comparability by considering only prior interest arbitration awards issued to village and town police units in Rockland County. It argues the principle of using countywide comparisons for town and village police contract disputes is well-established and should be followed.

The Union maintains its wage proposals are competitive, fair, reasonable and should be awarded. It asserts the Village is financially able to pay the proposed increases. The Union notes the report of Decker Economics concludes the Village has the ability to pay these increases. It contends failure to provide competitive increases will not serve the interests and welfare of Village residents. The Union argues the Village's wage proposals are not competitive as compared with salaries and increases provided to other police officers in comparable jurisdictions. It insists the Village's proposals, if adopted, will cause a decline in police morale. The Union argues this Panel should take administrative notice of the unique hazards faced by its members as compared with other trades and professions. It emphasizes the Village's Police Department is the busiest police department in Rockland County when measured by number of detentions. The Union argues its proposals should be awarded to maintain parity with salaries paid to police officers in other village and town departments within Rockland County.

In short, the Union contends its proposals are reasonable and fair. It argues they are consistent with settlements reached and interest arbitration decisions

issued in comparable jurisdictions. The Union asserts its proposals are affordable by the Village and within bounds of fiscal responsibility. It insists its proposed contractual improvements will benefit the Village and its residents by enhancing the Village's ability to attract and retain qualified officers who must perform essential police duties, often under difficult and hazardous conditions.

Position of the Village

The Village, on the other hand, argues the Union's wage demands are excessive. It proposes salary increase at a rate of two percent (2%) per year for each year of the anticipated three (3) year term. The Village also demands five (5) training days (defined as eight (8) hours per day) in addition to members' current work schedule. It proposes existing bargaining unit members on payroll contribute to Village-provided dental/optical, disability and life insurance benefits at five percent (5%) of salary and new hires contribute fifteen percent (15%) for those benefits. The Village opposes the Union's demand to expand

bereavement leave protections and to increase uniform maintenance allowances as unwarranted and unduly costly.

The Village opposes the Union's demands on budgetary grounds. It asserts expenses of the Police Department comprise more than half the Village's entire budget. The Village argues taxpayers are already burdened by an increase in tax-exempt properties within Village borders and by an asserted decrease in its assessment roll since 2001. In its view, the tax base of the Village has been shrinking, requiring the administration to hold down wage increases and other costs pertinent to its delivery of essential services.

The Village argues we should compare it to other jurisdictions beyond Rockland County of comparable size and conditions. Accordingly, it points to the Westchester County communities of New Rochelle, Peekskill and Mount Vernon, and to Poughkeepsie and Newburgh, as being structurally and economically comparable to Spring Valley. The Village maintains its fifth (5th) year police officer base salary is substantially higher than those jurisdictions. While it acknowledges the essential need for the services of its police force, the Village argues the interest and welfare of its citizens requires we

recognize the negative impact of an economic award that fails to take into account the limitations and realities of its budget.

In short, the Village asks we issue an Award granting its proposals, which in its estimation are fair, reasonable and warranted under all relevant factors.

DISCUSSION AND FINDINGS

Some preliminary comments are appropriate. The Panel's authority, and the factors which must guide our decision, are codified in Section 209(4)(c)(v) of the Taylor Law, which states:

- (v) the public arbitration panel shall make a just and reasonable determination of the matters in dispute. In arriving at such determination the panel shall specify the basis for its findings, taking into consideration, in addition to any other relevant factors, the following:**
 - a. comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities.**
 - b. the interests and welfare of the public and the financial ability of the public employer to pay;**
 - c. comparison of peculiarities in regard to other trades or professions, including specifically, (1) hazards of employment; (2) physical qualifications; (3) educational qualifications; (4) mental qualifications; (5) job training and skills;**

d. the terms of collective agreements negotiated between the parties in the past providing for compensation and fringe benefits, including, but not limited to, the provisions for salary, insurance and retirement benefits, medical and hospitalization benefits, paid time off and job security.

We are thus bound to arrive at a just and reasonable determination of the matters in dispute, under the foregoing statutory criteria.

We have fully and thoroughly considered the entire record and the parties' arguments in support of their respective positions. We have also considered both parties' asserted comparables in reaching our decision.

1. Term of Award

The Village and Union have each agreed and authorized us to issue an Award for a term of three (3) years, from June 1, 2006 through May 31, 2009. We shall do so. We find such term appropriate and in the interests of sound labor relations.

2. Wages

It is undisputed, here, both parties agree wages are the most significant economic element of our Award. They directly affect the ability of Officers to provide for themselves and their families. At the same time, we are

aware police wages constitute a large portion of the Village's budget and, thus, have the greatest economic impact on the Village.

By statute, we are required to utilize specific comparators in determining wage issues. The Village argues forcefully for use of similar municipalities outside of Rockland County as relevant jurisdictions. The Union insists only similar Towns and Villages within Rockland County should be used for the basis of comparison. We have considered both parties' positions and asserted comparables when rendering this Award.

We recognize municipal police departments within Rockland County have for many years utilized countywide comparability as a measure of comparison in resolving contract wage disputes. In particular, the awards by arbitrators Edelman in Town of Haverstraw (2004) and Liebowitz in Village of Spring Valley (1988) support the use of countywide comparability due to the County's relatively small size and homogeneous compact nature. On the other hand, the Village has pointed to communities elsewhere in the Hudson Valley Region but outside Rockland County as being comparable for our purposes. As shown

below, we have considered both parties' evidence of comparability in determining this dispute.

There are ten (10) Town and Village police departments within Rockland County. A review of those jurisdictions shows salary increases averaged 3.79% for 2005 (Union Exhibit 32). At the same time, the Village's First Grade Police Officer Salary as of January 2006 (\$87,636) was the lowest of the ten (10) Town and Village police departments (Union Exhibit No. 31).

The Union has proposed a seven percent (7%) wage increase for each year of the three (3) year term. The County has proposed a two percent (2%) per year wage increase. We find both proposals unacceptable. The Union's proposal far exceeds the average increase of 3.79% for similar communities within Rockland County in 2005. On the other hand, the Village's proposal is well below that average, despite the fact its police department had one of the highest number of detentions (arrests) in the County in 2005 (Union Exhibit No. 30).

We are persuaded wage increases between the Union's proposal and the Village's proposal are appropriate here. In addition, we conclude the wage increases should be split for the third (3rd) year of our Award. This will provide a

cash saving to the Village while permitting the salary rate of the Union to keep pace with salaries paid to officers in comparable jurisdictions. It will also, as discussed below, actually create a modest increase in their salary standing relative to other operating police departments.

As to the interest and welfare of the public, and the public employer's ability to pay, we conclude the Village's citizens will not benefit from a salary increase the Village cannot afford, which would reduce the Village's ability to deliver other needed services. However, the public's interest and welfare is also served by a stable police force whose morale is high. A wage package which deviates substantially from the level of salary increases provided officers in comparable communities will not serve the interest and welfare of the citizens of the Village. After all, the interest and welfare of the public is not defined strictly by financial considerations. Of necessity, it must also take into account the community's interest and welfare in having its police force continue to serve its needs and provide essential services. We conclude the Village's wage proposal, if awarded, will cause a needless decline in police morale, as officers see their salary standing further deteriorate relative to

neighboring communities. As well, we are not persuaded the Village will have difficulty affording the increase granted below. The report of Decker Economics, offered by the Union, attests to the Village's stable tax base, relatively moderate property tax increases, affordable debt profile and overall satisfactory financial condition. We recognize that the Village does not currently have a growing tax roll and that it had tax increases from 2002 to 2007 that can be considered onerous. However, a well managed budget continues to generate modest operating surpluses which made this Award possible.

The next statutory criterion requires a comparison of peculiarities with regard to other trades or professions, including specifically, (1) hazards of employment; (2) physical qualifications; (3) educational qualifications; (4) mental qualifications; (5) job training and skills. Police officers are expected to routinely confront dangerous individuals and situations. These unique and hazardous duties are undisputed. Police officers must meet special physical qualifications, educational requirements, mental qualifications and undergo extensive training for performance of their jobs. While consideration of these job qualities does not mandate awarding either party's wage

proposal, it does support a comparison with police personnel in other Rockland County Towns and Villages. Because we conclude policing in those other communities is comparable in these aspects to policing in the Village, this criterion provides further cause for comparing their relative terms and conditions of employment.

The next statutory factor requires a consideration of the terms of collective agreements negotiated between the parties in the past providing for compensation and fringe benefits, including, but not limited to, the provisions for salary, insurance and retirement benefits, medical and hospitalization benefits, paid time off and job security. In this regard, we find since 2000 the parties have bargained salary increases every year through 2005, ranging from a low of three and one-quarter percent (3.25%) to a high of three and six-tenths percent (3.6%) (Union Exhibit 32). It is obvious each party's wage proposal deviates from this range. The Association seeks annual increases of seven percent (7%). The Village proposes annual increases of two percent (2%). In our judgment, neither party's proposed deviation is warranted. Instead, we find this statutory factor further supports awarding a wage increase in between the increases proposed by the Association and

the Village, towards the goal of setting an increase more in line with what the parties have bargained in the past, but reflective of present needs and conditions.

Accordingly, and having duly considered each of the statutory factors, we shall award an increase in base wages as follows:

Effective June 1, 2006 - 3.25 per cent
Effective June 1, 2007 - 3.75 per cent
Effective June 1, 2008 - 2.25 per cent
Effective December 1, 2008 - 2.50 per cent

We find these increases fair and reasonable when compared to wages paid to police departments in comparable communities. Implementation of these raises will maintain the Village's police salary standing relative to other Towns and Villages operating police departments within Rockland County.

These increases total eleven and three quarters percent (11.75%) over three (3) years. Due to the split in the third (3rd) year, police officers in the Village will be paid a weekly salary during the last half of the third (3rd) year equal to the salary they would have received had they received a four and three quarters percent (4.75%) wage increase on June 1, 2008. Whatever ground was lost at the beginning of the year has been made up in rate. However,

the Village will have paid out less money in wages for the entire third (3rd) year, leaving more money available to fund other priorities. The overall increase in base wages over three (3) years averages out to 3.91% per year, exceeding slightly the average 3.40% wage increases negotiated by these parties for the past six (6) years inclusive (2000 - 2005). If we adopt the Village's position on comparability, the evidence presented shows that the overall increase is in line with percentage increases provided by other Hudson Valley communities east of the Hudson River whose income levels and poverty rates are similar to those of the Village.

While actual salary levels in those communities are less than those of the Village, we are persuaded the increase awarded, herein, is necessary to maintain the Village's relative salary levels compared to other communities within Rockland County. To do otherwise would impair the Village's ability to attract and retain qualified officers to continue delivery of essential policing services.

On balance, we conclude the increases awarded, herein, are fair, reasonable and warranted by consideration of the statutory criteria.

3. Salary Differential for Sergeants

We shall award an increase of salary differential for Sergeants to fifteen percent (15%) above the first grade patrolman salary effective June 1, 2007. This is a one percent (1%) increase over the fourteen percent (14%) differential provided in the expired Agreement. Such increase will approach parity with similar differentials paid sergeants employed by the police departments of comparable communities in Rockland County (Union Exhibit 35), and will serve the Village's interest in retaining experienced personnel serving in that title. The Village's own evidence of comparability with other Hudson Valley region police departments is inconclusive on this point. Therefore, we adopt the other Rockland County Police Departments as comparable. We find this increase of salary differential comports with the evidence submitted by the parties concerning the statutory criteria prescribed by the Taylor Law. The interests and needs of the Village taxpayers, the public interest and considerations of comparability, all warrant this modest raise in Sergeants' salary differential.

4. Shift Differentials

We shall award a shift differential of five percent (5%) effective June 1, 2007, for the midnight shift (midnight - 8a.m.), in place of the three percent (3%) differential for that shift provided in Section 3 of the June 1, 2002 - May 31, 2006 Agreement. We conclude a five percent (5%) differential rate is more in line with differentials paid to police officers in comparable communities within Rockland County. It will serve to maintain morale within the police officer ranks, while

enabling the Village to remain competitive in retaining and attracting qualified officers.

5. Longevity

We shall award an increase in each longevity increment of one hundred dollars (\$100.00) effective June 1, 2008. Such increase will serve to maintain the Village's standing relative to other municipal police departments within Rockland County, while providing greater compensation to police officers who remain with the Village for longer years of service. The evidence is overwhelming the Village is able to afford this increase.

6. Bereavement Leave

We are convinced that the existing provision for bereavement leave is insufficient during those times when a member loses a loved one. Therefore, we will award a modification to the existing provision as follows:

A member shall be entitled to receive five (5) work days (the employee's work days) bereavement leave for the death of a spouse, parent, mother-in-law, father-in-law, child, brother, sister, grandparent, son-in-law, or daughter-in-law. Such paid leave may be taken within thirty (30) days of the date of death of the covered family member.

7. Uniform and Clothing Allowance, and 8. Training Days

We reject proposals to change existing provisions for uniform/clothing allowance and training days, as unjustified. We are not persuaded the record requires such proposals be awarded taking into account the statutory criteria. Moreover, given the overall cost of the package awarded, herein, we determine the Village's limited resources are best utilized to fund the areas selected. While there may be a basis for a change in these uniform allowances, now is not the time.

As to training days, the Village cannot afford a fair level of compensation for any additional working time.

9. Benefits Contribution

We deny the Village's demand unit members contribute to the cost of dental/optical, disability and life insurance benefits. We acknowledge the Village's concerns over its cost of providing these benefits. However, we are not persuaded the record requires an Award of cost-sharing. The Taylor Law requires we consider wages, hours and working conditions of police officers employed in comparable jurisdictions. Having done so, we are convinced

imposition of cost-sharing for these benefits could impair the Village's ability to attract and retain qualified police officers and to remain competitive with other police departments in the same geographical area vying to attract and retain qualified personnel to deliver essential police services. The Village's proposal is virtually non-existent in comparable police departments in Rockland County.

However, we shall direct Section 9 of the parties' Agreement be amended to add a provision by which bargaining unit members demonstrating they have duplicative health insurance coverage under any other source, may opt out of Village-provided health coverage and, thereupon, receive from the Village forty percent (40%) of the Village's premium cost of the member's coverage. Reducing dual coverage will enable the Village to lower its health insurance costs. Allowing one of the members to opt out of coverage in return for receiving forty percent (40%) of the premium cost provides an incentive for the unit member to opt out, while enabling the Village to save sixty percent (60%) of premium cost it otherwise would have paid.

AWARD

1. Term of Award

The term of this Award shall be June 1, 2006 through May 31, 2009.

2. Wages

Base wages shall be increased as follows:

Effective June 1, 2006 - 3.25 per cent

Effective June 1, 2007 - 3.75 per cent

Effective June 1, 2008 - 2.25 per cent

Effective Dec. 1, 2008 - 2.50 per cent

3. Salary Differential for Sergeants

Salary differential for Sergeants shall be increased to fifteen percent (15%) above the first grade patrolman salary effective June 1, 2007.

4. Shift Differentials

A shift differential of five percent (5%) over and above base salary shall be paid, effective June 1, 2007 for each midnight shift (midnight - 8:00 a.m.) worked

5. Longevity

Effective June 1, 2008, each longevity increment shall be increased by one hundred dollars (\$100.00).

6. Bereavement Leave

A member shall be entitled to five (5) work days (the employee's work days) bereavement leave for the death of a spouse, parent, mother-in-law, father-in-law, child, brother, sister, brother-in-law, sister-in-law, grandparent, son-in-law, daughter-in-law, significant other with whom someone has lived for a period of at least three years. Such paid leave may be taken within thirty (30) days of the date of death of the covered family member.

7. **Health Insurance**

The following provision shall be added to section 9 of the parties' Agreement:

Bargaining unit members demonstrating they have duplicative health insurance coverage under any other source of health insurance, may opt out of the Village-provided health coverage and, thereupon, receive from the Village forty percent (40%) of the Village's premium cost of the member's coverage. The parties agree that procedural aspects for the implementation of this provision shall be negotiated by the parties and reduced to a written agreement within sixty (60) days of this Award. The panel shall retain

jurisdiction over this provision, in the event an agreement cannot be reached.

8. Other Proposals

Any other proposal not disposed of by this Award is rejected.

9. Retroactive Payments

All retroactive payments awarded pursuant to this Interest Arbitration Award as well as any adjustments to salary rates, shall be paid within thirty (30) days. In the event these adjustments and retroactive payments are not made within thirty (30) days, the member shall receive interest on such payments at the rate of nine (9%) percent per annum.

DATED:

10/6/08

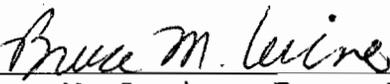


Martin F. Scheinman, Esq., Chairman
Interest Arbitration Panel

DATED:

✓
Concur

9-25-2008
Dissent


Bruce M. Levine, Esq., Village Member
Interest Arbitration Panel

DATED:

✓
Concur

9-25-2008
Dissent


Richard P. Bunyan, Esq., PBA Member
Interest Arbitration Panel

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

On this 6th day of October 2008, before me personally came and appeared MARTIN F. SCHEINMAN, ESQ., Chairman, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Kate Tierney
NOTARY PUBLIC

KATE TIERNEY
Notary Public, State of New York
No. 01T10130538
Qualified in Queens County 09
Commission Expires November 7, 20

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

On this 25th day of Sept 2008, before me personally came and appeared BRUCE M. LEVINE, ESQ., Village Member, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Kathleen Holmes
NOTARY PUBLIC

KATHLEEN HOLMES
Notary Public, State of New York
Reg#01HO8164601
Qualified in Rockland County
My Commission Expires: 04/23/2011

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

On this 25 day of September 2008, before me personally came and appeared RICHARD P. BUNYAN, ESQ., PBA Member, to me known and known to me to be the individual

described in and who executed the fore going instrument and he acknowledged to me that he executed the same.


NOTARY PUBLIC

Julie Roaquin
Notary Public, State of New York
No. 01R06113920
Qualified in Rockland County
Commission Expires August 9, 2012