

**Federal ID#: 14-6002126, Federal ID#: 13-6007298, Federal ID#: 13-6007311,
Federal ID#: 13-6007324, Federal ID#: 13-6007332**

**INTERMUNICIPAL AGREEMENT
TOWN OF CLARKSTOWN, HAVERSTRAW, ORANGETOWN,
RAMAPO AND STONY POINT
AND COUNTY OF ROCKLAND**

WITNESSETH:

THIS AGREEMENT made the ____ day of _____, 2020 by and between the COUNTY OF ROCKLAND, 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 TOWN OF CLARKSTOWN, a municipal corporation of the State of New York with offices located at 10 Maple Avenue, New City, New York 10956; TOWN OF HAVERSTRAW, a municipal corporation of the State of New York with offices located at One Rosman Road, Garnerville, New York 10923; TOWN OF ORANGETOWN, a municipal corporation of the State of New York with offices located at 26 Orangeburg Road, Orangeburg, New York 10962; TOWN OF RAMAPO, a municipal corporation of the State of New York with offices located at 237 Route 59, Suffern, New York 10901; and TOWN OF STONY POINT, a municipal corporation of the State of New York with offices located at 74 East Main Street, Stony Point, New York 10980; hereinafter referred to as "TOWNS", hereinafter referred to as, in the manner following:

WHEREAS, the COUNTY and the TOWNS are municipal corporations as defined by Section 119-n of Article 5-G of the General Municipal Law of the State of New York, and

WHEREAS, Section 119-o of Article 5-G of the General Municipal Law of the State of New York authorizes municipal corporations to contract to perform together that which each is authorized to perform individually, provided that any such agreement to do so "be approved by each participating municipal corporation" "by a majority vote of the voting strength of its governing body," and

WHEREAS, In 1973 the COUNTY constructed an Animal Shelter on land owned by the COUNTY located at 65 Fireman's Memorial Drive, Pomona, New York 10970, for the temporary care, shelter and disposition of neglected, abused, and abandoned dogs and other animals pursuant to Article 7 of the New York State Agriculture and Markets Law and other laws of the State of New York applicable thereto, and has historically accepted dogs and other similar domestic animals brought to the Animal Shelter by the TOWNS animal control officer, law enforcement officer, residents and humane organizations for the proper care and provision of proper food and shelter for these dogs and other similar domestic animals until redeemed or otherwise disposed of; and

WHEREAS, It is the desire of the COUNTY and the TOWNS to continue the operation of such Animal Shelter in accordance with the laws of the State of New York, and the regulations established for such purposes by the Legislature of Rockland County; and

WHEREAS, on the day of , 2020, the Town Board of the TOWN OF CLARKSTOWN, by Resolution No. of 2020, approved this agreement and authorized its execution by the Supervisor, and

WHEREAS, on the day of , 2020, the Town Board of the TOWN OF HAVERSTRAW, by Resolution No. of 2020, approved this agreement and authorized its execution by the Supervisor, and

WHEREAS, on the day of , 2020, the Town Board of the TOWN OF ORANGETOWN, by Resolution No. of 2020, approved this agreement and authorized its execution by the Supervisor, and

WHEREAS, on the day of , 2020, the Town Board of the TOWN OF RAMAPO, by Resolution No. of 2020, approved this agreement and authorized its execution by the Supervisor, and

WHEREAS, on the day of , 2020, the Town Board of the TOWN OF STONY POINT, by Resolution No. of 2020, approved this agreement and authorized its execution by the Supervisor, and

WHEREAS, on the day of , 2020, the Legislature of Rockland County by Resolution No. of 2020, approved this agreement and authorized its execution by the County Executive, and

NOW, THEREFORE, IT IS AGREED, That the parties hereto, in consideration of the covenants, agreements, terms and conditions herein contained, do agree as follows:

1. SERVICES: COUNTY, shall render and perform services for and to TOWNS and their residents, as itemized on the attached **Schedule “A.”** COUNTY represents and warrants to TOWNS that it, and its employees, agents and servants possess all the skills, experience, expertise and independence to render these services to TOWNS.
2. TERM: COUNTY services to be performed under this agreement shall commence on January 1, 2020 and terminate on December 31, 2020.
3. PAYMENT: THE TOWNS agree to pay to COUNTY and COUNTY agrees to accept on a quarterly basis the sums set forth on the attached **Schedule “B”** for the provision of services set forth on the attached **Schedule “A.”** In the event the quarterly payment is not received from TOWNS as herein agreed, the COUNTY may, thirty (30) days from the date of delinquent payment, refuse to accept dogs and other similar domestic animals brought to the Animal Shelter by the TOWNS animal control officer, law enforcement officer, residents and humane organizations; or, in the COUNTY’s sole discretion, COUNTY may accept dogs and other similar

domestic animals and charge the TOWNS a per diem rate for the care of each dog and other similar domestic animal brought to the Animal Shelter by the TOWNS animal control officer, law enforcement officer, residents and humane organizations.

4. TERMINATION/AMENDMENT: This agreement may be terminated or amended on at least thirty (30) days written notice by the COUNTY or TOWNS.

5. 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.

6. 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. It is understood and agreed by the parties that this agreement is not valid and enforceable by any signatory until fully executed by all parties.

DEPARTMENT OF HEALTH
(Approved for the signature of
the County Executive)

TOWN OF CLARKSTOWN

By: _____
PATRICIA S. RUPPERT, DO, MPH, DABFM, FAAFP
Commissioner

By: _____
GEORGE HOEHMANN
Supervisor

Dated: _____

Dated: _____

TOWN OF HAVERSTRAW

TOWN OF ORANGETOWN

By: _____
HOWARD T. PHILLIPS, JR.
Supervisor

By: _____
TERESA KENNY
Supervisor

Dated: _____

Dated: _____

TOWN OF RAMAPO

By: _____
MICHAEL SPECHT
Supervisor

Dated: _____

TOWN OF STONY POINT

By: _____
JIM MONAGHAN
Supervisor

Dated: _____

**DEPARTMENT OF LAW
(Approved for the signature of
the County Executive)**

By: _____
BRIGITTE N. NAHAS BOTTA
Deputy County Attorney

Dated: _____

COUNTY OF ROCKLAND

By: _____
EDWIN J. DAY
County Executive

Dated: _____

LM2020-_____

Schedule “A”

1. The County shall provide and maintain a shelter or pound for seized domestic companion animals and for lost, strayed or homeless domestic companion animals pursuant to § 114 of the Agriculture and Markets Law at Firemen’s Memorial Drive, Pomona, New York, shall humanely euthanize, where necessary, seized and unredeemed domestic companion animals pursuant to and as provided in the Agriculture and Markets law, and the Rules and Regulations promulgated thereunder by the Commission of Agriculture and Markets, and shall properly care for all animals in such shelter, that shall at all times during the term hereof, be under the care and charge of a competent employee.
2. The shelter shall be available to the Dog Control Officer, Highway Department workers and police officers of the Towns during all operating hours, as well as Towns residents with valid proof of residency, for routine receptions and at all other times as hereinafter provided.
3. The County shall accept “community” (a/k/a feral) cats in accordance with Hi Tor Animal Care Center’s Feral Cat Policy, which was approved by Hi-Tor Animal Care Center, Inc. on June 15, 2019, and which is attached hereto as **Schedule “C”** and made a part of this Agreement.
4. The County shall include in its agreement with Hi-Tor, Inc, a term requiring each Town’s Supervisor, or his/her designee, to be a non-voting member of the Board of Directors of Hi-Tor, Inc.
5. The County will enforce the provisions of § 117 of the Agriculture and Markets Law with respect to impoundment periods and fees, proper licensing and rabies vaccinations.
 - (a) At the end of the legally established impoundment period, as set forth in § 117 of the Agriculture and Markets Law, unredeemed, aged, diseased or otherwise unadoptable domestic companion animals (in the judgment of the County), unless otherwise specified by the Dog Control officer, may be disposed of humanely as provided by applicable laws and regulations.
 - (b) Upon the expiration of the statutory seven (7) day redemption period, and unless such animal shall have been humanely disposed of, any unredeemed, seized, lost, strayed or homeless domestic companion animal shall be deemed transferred to, and shall become the property of the County, which, thereafter, may release such unredeemed animal for adoption, place such animal, or otherwise act with respect to such animal as permitted by law as set forth in § 117 of the Agriculture and Markets Law. Following such transfer, the County shall be released and held harmless from any cost, expense or other liability that may be incurred relating to such animal.
 - (c) In the event that a seized, lost or strayed domestic companion animal impounded by an employee of the Town and/or Town resident is claimed by its owner prior to the expiration of the statutory redemption period of seven (7) days, the owner must make payment of the impoundment fee required pursuant to Article 7 of the

Agriculture and Markets Law payable to the County, plus boarding fees payable to the County in an amount to be determined by the County for each twenty-four (24) hour period the animal has been in the care of the County.

- (d) The County shall not release a dog to any Towns resident without such resident providing acceptable proof of licensing and rabies vaccination; any deviations will be reported to the Dog Control Officer for enforcement.
- (e) In the event an animal has been transferred to the County and released for adoption due to the expiration of the statutory redemption period, pursuant to § 117(7-a) of the Agriculture and Markets Law, but has not yet been placed, the County may permit the former owner, if verified, to reclaim the animal upon the payment of both the Impound and Boarding fees required by law and due to the Towns, plus such amount as may be established by the County as a charge for each twenty-four (24) hour period the animal has been in the care of the County beyond the seven (7) day redemption period.
- (f) The per diem fees beyond the statutory redemption period shall be the property of the County and shall be receipted to the payer by the County. The statutory impoundment fee shall be kept by the County and applied to the maintenance and operation of the animal shelter.

Schedule "B"

MUNICIPALITY	ANNUAL NOT TO EXCEED AMOUNT	QUARTERLY SUM
Town of Clarkstown	\$111,034.80	\$27,758.70
Town of Haverstraw	\$39,399.30	\$9,849.83
Town of Orangetown	\$39,399.30	\$9,849.83
Town of Ramapo	\$75,217.50	\$18,804.38
Town of Stony Point	\$21,491.10	\$5,372.78

“SCHEDULE C”



HI TOR ANIMAL CARE CENTER'S FERAL CAT POLICY

Definitions

“Ear tip” or “ear tipping,” is the removal of a small piece (approx. one centimeter) from the tip of an animal’s left ear to identify a feral cat as having been spayed/neutered and vaccinated and which is in no way harmful to the animal.

“Feral cat,” A feral cat is a cat that has had little or no human contact during the animal’s life and cannot be safely handled by those methods commonly employed by human care givers or protectors.

“Hi Tor”,” is the High Tor Animal Care Center, Inc.

“Spay/neuter/vac,” means the non-lethal trap, spay/neuter, vaccinate, ear tip and return practice for receiving and processing feral cats brought to Hi Tor.

- Hi Tor Animal Care Center, Inc., (“Hi Tor” or “Shelter”) opposes – and will not assist – any “catch and kill” program of feral cat population control.
- Hi Tor does not accept and will not receive any feral cat for the sole purpose of euthanasia.
- Hi Tor endorses and practices the Non-lethal Trap, Spay/Neuter, Vaccinate, Ear Tip and Return (“spay/neuter/vac”) method of addressing feral cats, which, when integrated with an existing feral cat management plan, is the most effective method of humanely controlling feral cat populations.
- Hi Tor will only accept feral cats pursuant to these protocols. Ear tipped cats will not be accepted at the shelter. Any feral cat delivered to the shelter must be returned to the area where it was taken from when deemed ready for release by Hi Tor personnel.
- Feral cats, which have not been previously ear tipped and which

“SCHEDULE C”

have been delivered to the shelter will be accepted by Hi Tor for spay/neuter/vac only. Following spay/neuter/vac, each feral cat shall be returned to the vicinity and environment where the animal was located.

- After spay/neuter/vac, and within forty-eight (48) hours of receipt of notice from Hi Tor, feral cats accepted from recognized cat advocacy organizations or residents of Rockland must be retrieved from Hi Tor and returned to the vicinity where the animal was located. However, feral cats accepted from animal control officers (ACO) or police officers will be returned by Hi Tor to the vicinity where the animal was located.
- *Hi Tor will only receive and accept feral cats with the express understanding and agreement that after spay/neuter, etc., and Hi Tor's clearance, the animal must be returned to its prior location for reentry to that environment.*
- A rabies vaccination will be administered to a feral cat before Hi Tor's release of the animal for return to the environment where the feral cat was located. Feral cats that have been spayed/neutered will also be ear tipped by Hi Tor.

Town of Orangetown

Town Hall 26 West Orangeburg Road • Orangeburg, NY 10962
Telephone: (845) 359-5100 ext. 2261 • Fax: (845) 359-2623
e-mail: supervisor@orangetown.com
website: www.orangetown.com



Teresa M. Kenny
Supervisor

Michael Lawler
Deputy Town Supervisor
90 Pearce Pkwy
Pearl River, NY 10965

December 24, 2020

Dear Supervisor Kenny,

I hope this letter finds you and your family doing well and enjoying the Christmas season after a challenging year, personally and professionally.

First and foremost, let me say, you have done a wonderful job leading the Town of Orangetown throughout the pandemic. As residents, we are fortunate to have you as our Supervisor.

Second, thank you for the opportunity to serve as your Deputy Town Supervisor. It has been an honor to work with you, the members of the Town Board, our department heads and employees on behalf of the people of Orangetown. I have enjoyed my time in this position and hope that I have been helpful to you during your first year in office.

However, it is with a sense of excitement and sadness that I write this letter to you, officially resigning my post as Deputy Town Supervisor, effective 11:59PM on Thursday, December 31, 2020.

As I take office in January as a Member of the New York State Assembly, I look forward to working with you and the Town Board on behalf of the residents of Orangetown. There is so much we can do together to address the critical issues impacting the town: affordability, education, public safety, responsible development, and transportation/infrastructure. Please don't hesitate to reach out to me whenever you feel I can be of assistance.

May the new year bring you and your family good health, happiness, and continued leadership.

With warm regards,


Mike

JAMES J. DEAN
Superintendent of Highways
Roadmaster IV

Orangetown Representative:
R.C. Soil and Water Conservation Dist.-Chairman
Stormwater Consortium of Rockland County
Rockland County Water Quality Committee



HIGHWAY DEPARTMENT
TOWN OF ORANGETOWN
119 Route 303 · Orangeburg, NY 10962
(845) 359-6500 · Fax (845) 359-6062
E-Mail – highwaydept@orangetown.com

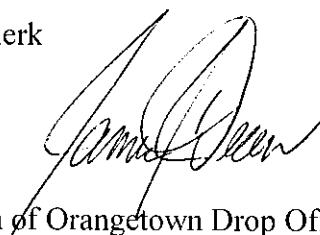
Affiliations:
American Public Works Association NY Metro Chapter
NYS Association of Town Superintendents of Highways
Hwy. Superintendents' Association of Rockland County

INTEROFFICE MEMO

DATE: December 24, 2020

TO: Town Board

CC: Teresa M. Kenny, Supervisor
Rosanna Sfraga, Town Clerk
Joseph Thomassen, Deputy Town Clerk
Theresa Accetta-Pugh, Principal Registry Clerk
Robert V. Magrino, Town Attorney

FROM: James J. Dean, Superintendent of Highways 

RE: Change, by resolution, the fees for the Town of Orangetown Drop Off Center

Please place the following item on the January 5, 2021, Town Board Workshop:

RESOLVED, that per approved 2021 budget, the annual fee for the Drop Off Center, for acceptable materials, other than green waste, shall be a charge of \$ 50.00, effective January 1, 2021.

The first-time use, other than green waste, for the current year, the Drop Off Center is free.



JAMES J. DEAN
Superintendent of Highways
Roadmaster IV

Orangetown Representative:
R.C. Soil and Water Conservation Dist.-Chairman
Stormwater Consortium of Rockland County
Rockland County Water Quality Committee



HIGHWAY DEPARTMENT
TOWN OF ORANGETOWN
119 Route 303 • Orangeburg, NY 10962
(845) 359-6500 • Fax (845) 359-6062
E-Mail – highwaydept@orangetown.com

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

INTEROFFICE MEMO

DATE: December 30, 2020

TO: Town Board

CC: Teresa M. Kenny, Supervisor
Rosanna Sfraga, Town Clerk
Joseph Thomassen, Deputy Town Clerk
Theresa Accetta-Pugh, Principal Registry Clerk
Robert V. Magrino, Town Attorney

FROM: James J. Dean, Superintendent of Highways

RE: Award Proposal for Sidewalk Sawcutting

Please place the following item on the January 5, 2021, Town Board Workshop:

RESOLVED, that upon the recommendation from the Superintendent of Highways, to approve the RFP for Sidewalk Sawcutting to Always Safe Sidewalks, Springhouse, PA, the only qualified bidder to meet Town Specifications, at a cost of \$56.00 per inch/foot, not to exceed \$36,000. Work completed under this contract will be charged to Account #A.5410.457 and paid for out of the 2020 operating budget.



**TOWN OF ORANGETOWN
ROCKLAND COUNTY NEW YORK**

REQUEST FOR PROPOSAL

SIDEWALK SAWCUTTING

DECEMBER 2020

**Orangetown Highway Department
James J. Dean, Superintendent of Highways**

Request for Proposal

The Town of Orangetown Highway Department is requesting proposals for Sidewalk Sawcutting in various locations within the Town of Orangetown, New York.

Submission Details

A completed proposal shall be addressed to the Orangetown Highway Department Administrative Office, 119 Route 303, Orangeburg, NY 10962. All submissions shall be received **until 10:30 am, Tuesday, December 22, 2020**. Submissions received after this time will be returned to the sender.

The Town reserves the right to cancel this Request for Proposal for any reason without any liability to any proponent or to waive irregularities at their own discretion.

Proposals may be withdrawn by written notice only provided such notice is received at the administrative office of Orangetown Highway Department prior to the date/time set as the closing time for receiving proposals.

The Town Board requires each bid to be accompanied by a certified check for a sum equal to five percent (5%) of the amount of the bid, or a bond with sufficient sureties to be approved by the Town Attorney, in a sum equal to five percent (5%) of the amount bid, conditioned that if his/her proposal is accepted, he/she will execute such further security as may be required for the faithful performance of the Contract as set forth in these contract documents. Proposals shall be open for acceptance for 90 days following the submission closing date.

Any interpretation of, additions to, deletions from, or any other corrections to the Proposal document, will be issued as written addenda by the Town of Orangetown.

Except as expressly and specifically permitted in these instructions, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFP, and by submitting a proposal each proponent shall be deemed to have agreed that it has no claim.

Inquiries

Clarification of terms and conditions of the proposal shall be directed to:

Anthony Limandri

Telephone: 845-359-6500

General Foreman

E-mail: highwaydept@orangetown.com

Town of Orangetown

Project Schedule

A commencement and completion date shall be submitted with the proposal.

Working Agreement

The successful proponent will enter into a contract for services with the Town based upon the information contained in this request for proposal and the successful proponent's submission and any modifications thereto.

Evaluation Criteria

Proposals shall be evaluated to determine the best value offered to the Town against conformance to the following criteria: (not listed in priority.)

- Understanding of project objectives/outcomes and vision
- Project Methodology
- Team Composition – Experience and Qualifications of the company/staff to be assigned to the project.
- Warranty
- Installation methodology
- Quality of product
- References

Prevailing Wage

Contractor warrants and represents that all employees and independent contractors affiliated with or employed by such contractors or any subcontractors shall be compensated at the prevailing wage, including, where applicable wage rates mandated by the New York State Department of Labor for the work performed in connection with any project.

Certified payroll must be submitted with each invoice. Payment will not be made until required information has been submitted.

Worker's Compensation Insurance

Contractor is required and must provide proof of Workers Compensation Insurance in accordance with the provisions of the NYS Workmen's Compensation Law. Employer liability limits of a \$1,000,000.

General Liability (including operations, products, and completed operations)

\$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate

limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Specifications for Sidewalk Sawcutting

The specification herein states the minimum requirements of the Town. All bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The Town of Orangetown will consider as "irregular" or "non-responsive" any bid not prepared and submitted in accordance with the bid document and specification, or any bid lacking sufficient technical literature to enable the Town to make a reasonable determination of compliance to the specification.

It shall be the bidder's responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to respond to each section of the technical specification (COMPLY: YES NO) will cause the proposal shall be rejected without review as "non-responsive". All variances, exceptions and/or deviations shall be fully described in the appropriate section. Deceit in responding to the specification will be cause for rejection.

- | | COMPLY |
|--|---------------|
| 1. Contractor must reduce all raised sidewalks from 1/4" and up to 2" in designated work areas. | YES/NO |
| 2. Contractor must guarantee specified repair slope (1:8 based upon requirements outlined by the Americans with Disabilities Act) is achieved. If defined slope is not achieved, contractor must repair to specification at no additional charge within 24 hours of discovery. | YES/NO |
| 3. Contractor must guarantee that sidewalk sawcutting will have a uniform appearance and texture. The finished surface shall have a coefficient of friction of at least 0.6. | YES/NO |
| 4. Method of sidewalk sawcutting shall entail precise saw cutting performed with hand-held electric powered equipment, using flush mounted diamond tipped blades, capable of cutting at any angle. Grinding or pulverization of the concrete is NOT acceptable or allowed. Water-cooling is NOT allowed, slurry created contaminates storm drains. Contractor's sidewalk saw cutting may not leave ridges or grooves that could hold water and prevent drainage of rain water or irrigation. | YES/NO |
| 5. Contractor must remove hazards completely, from one end of the raised sidewalk joint to the other if applicable, leaving an absolute zero point of differential between slabs. | YES/NO |

YES/NO

6. Contractor may not use any type of “fill” material that deteriorates or breaks apart over time. **COMPLY**
7. Contractor must not cause any damage to landscaping, retaining walls, curbs, sprinkler heads, utility covers or other objects adjacent to sidewalks. If the contractor and/or contractor’s equipment does cause damage to above, the Town must be notified immediately and damages must be repaired at the contractor’s expense within 24 hours of the time the damage occurred. **YES/NO**
8. The contractor shall take precautions during saw cutting operations not to disfigure, scar, or impair the health of any tree on public or private property. **YES/NO**
9. Contractor must completely and immediately clean up all debris after each sidewalk is repaired. All costs incurred for disposal of waste material shall be included in unit cost and not paid for separately. **YES/NO**
10. Contractor must provide proof that all concrete and debris is recycled in a proper, environmentally safe manner. **YES/NO**
11. Contractor must sawcut all sidewalks without damage or visible markings to adjacent slab(s) or curb(s). **YES/NO**
12. Contractor must submit an itemized summary of all raised sidewalk Reductions which includes: **YES/NO**
- The specific height – both high side and low side measurement – in 8ths of an inch
 - The calculated unit for measurement shall be the average depth of the affected sidewalk multiplied by the width resulting in an “inch-foot” total
 - The total width of actual repair to the nearest 1/2 foot
 - The physical location (address) of each repair
 - Itemized cost for each saw cut sidewalk
13. Contractor shall submit monthly a detailed invoice setting forth the Services performed in accordance with the formula for saw cutting calculations. **YES/NO**
14. Inch-feet shall be calculated by multiplying the average depth of the cut by the width of the cut. **YES/NO**
- Example: If a raised sidewalk is cut 1” on one side and tapered to 0” on the other side of a full 4-foot width sidewalk, it shall be **YES/NO**

calculated as follows:

$$\frac{(1'' + 0'')}{2} \times 4' = 2 \text{ inch-feet}$$
$$2 \times \text{Price per Inch Foot} = \$ \mathbf{112}$$

COMPLY

- ~~YES~~/NO
15. All invoices must show the cut depth, size, length, width, address location and inch-foot calculations. ~~YES~~/NO
16. Contractor must be able to initiate work within 10 days of contract award from Town, and must provide data from current and previous projects (as well as customer contact information for those projects) to demonstrate contractor's ability to complete projects within the timeline required by the Town. ~~YES~~/NO
17. The contractor shall schedule the operations so as to cause a minimum of interruption, interference or disturbance to the operation of stores, businesses, office buildings, hotels, churches, etc., and allow access by pedestrians and emergency, delivery and service vehicles at all times. ~~YES~~/NO
18. Sidewalk sawcut equipment and all other items incidental to the work shall not be left or stored on the sidewalk or on private property while not in use. ~~YES~~/NO
19. If contractor is approached by the public with questions, the contractor shall address their concerns in a professional and polite manner. ~~YES~~/NO
20. Contractor must provide a Safety Plan as laid out in the Manual of Standard Specifications. Contractor must provide a safe work zone while performing work on sidewalks (cones, signs, etc.) ~~YES~~/NO
21. Contractor must provide proof of an "Employee Manual" explaining instruction and giving direction on how saw cutting work is to be performed. ~~YES~~/NO
22. Contractor must provide proof that they are not infringing on any existing U.S. Patents and show patent numbers for equipment specifically used and designed for sawcutting on sidewalks. ~~YES~~/NO

Please complete this proposal and FAX your proposal to the Orangetown Highway Department by December 22, 2020. Include all eight (8) pages with your submittal and FAX to (845) 359-6062. If you have any questions or need further information, please call Anthony Limandri one at (845) 359-6500.

ITEM

PRICE PER INCH/FOOT

Various Locations within Town of Orangetown
Locations to be determined by Town during project period.

\$ 56.00

AARON HESTER, SVP

12/15/2020

NAME & TITLE

DATE

PRECISION SAFE SIDEWALKS, LLC

COMPANY NAME

2200 WILSON BLVD STE 102 #251, ARLINGTON VA 22201

ADDRESS

800-734-8891 X301

CONTACT TELEPHONE NUMBER

PURCHASES BY OTHER LOCAL GOVERNMENTS OR SCHOOL DISTRICTS

As per the New York State General Municipal Law, all political subdivisions of New York State are allowed to make purchases through the resulting contract(s).

1. The Town of Orangetown shall make contract award information available to other political subdivisions. Other political subdivisions may contact the Orangetown Highway Department at (845) 359-6500.
2. Any other political subdivision will issue purchase orders directly to vendors within the specified contract period referencing the Town's contract and shall be liable for any payments due on such purchase orders; and shall accept sole responsibility for any payment due.
3. All purchases shall be subject to audit and inspection by the other political subdivisions for which the purchase was made.
4. No officer, board or agency of a county, town, village, or school district shall make any purchase through the Town when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the Town.
5. All Bidders shall be on notice that as a condition of the award of a Town contract, the successful bidder shall accept the award of a similar contract with any other political subdivision in New York State, if called upon to do so. The Town, however, will not be responsible for any debts incurred by the participants pursuant to this or any other agreement.
6. Necessary deviations from the Town's specifications in the award of a participant contract, whether such deviations relate to quantities, or delivery points shall be resolved between the successful bidder and the other political subdivisions.

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
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E-Mail – highwaydept@orangetown.com

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

INTEROFFICE MEMO

DATE: December 30, 2020

TO: Town Board

CC: Teresa M. Kenny, Supervisor
Rosanna Sfraga, Town Clerk
Joseph Thomassen, Deputy Town Clerk
Theresa Accetta-Pugh, Principal Registry Clerk
Robert V. Magrino, Town Attorney

FROM: James J. Dean, Superintendent of Highways

RE: Award Proposal for Fire Suppression System

Please place the following item on the January 5, 2021, Town Board Workshop:

RESOLVED, that upon the recommendation from the Superintendent of Highways, to approve the RFP for Installation of Fire Suppression System- South Storage Building to Alpha Fire Suppression Systems, Inc the lowest qualified bidder to meet Town Specifications, at a cost of \$18,500. Work completed under this contract will be charged to Account #D.5112.457.04.





ALPHA FIRE SUPPRESSION SYSTEMS, INC.

Installations • Repairs • Testing • Inspections

56 Walter Street, Pearl River, NY 10965
Phone 845 735-2150 • Fax 845 735-2162

August 23, 2020

Highway Department
Town of Orangetown
119 Route 303
Orangeburg, NY 10962

Re: South Storage Building
Orangetown Highway Department
Orangeburg, NY

Gentlemen:

We propose to install a dry sprinkler system at the above referenced location as per design drawing and NFPA 13.

Work will consist of installing approximately (55) brass upright sprinklers throughout the entire building. Also included will be (1) 4" dry pipe valve, (1) air compressor, (1) fire department connection and (1) inspector test valve.

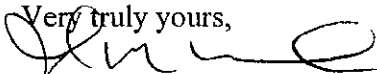
Work will begin from a 4" flanged connection located inside the building and installed by others.

Our price for this work, including all labor, material, stamped drawings, calculations, and approvals, will be \$18,500.00 (EIGHTEEN THOUSAND FIVE HUNDRED DOLLARS).

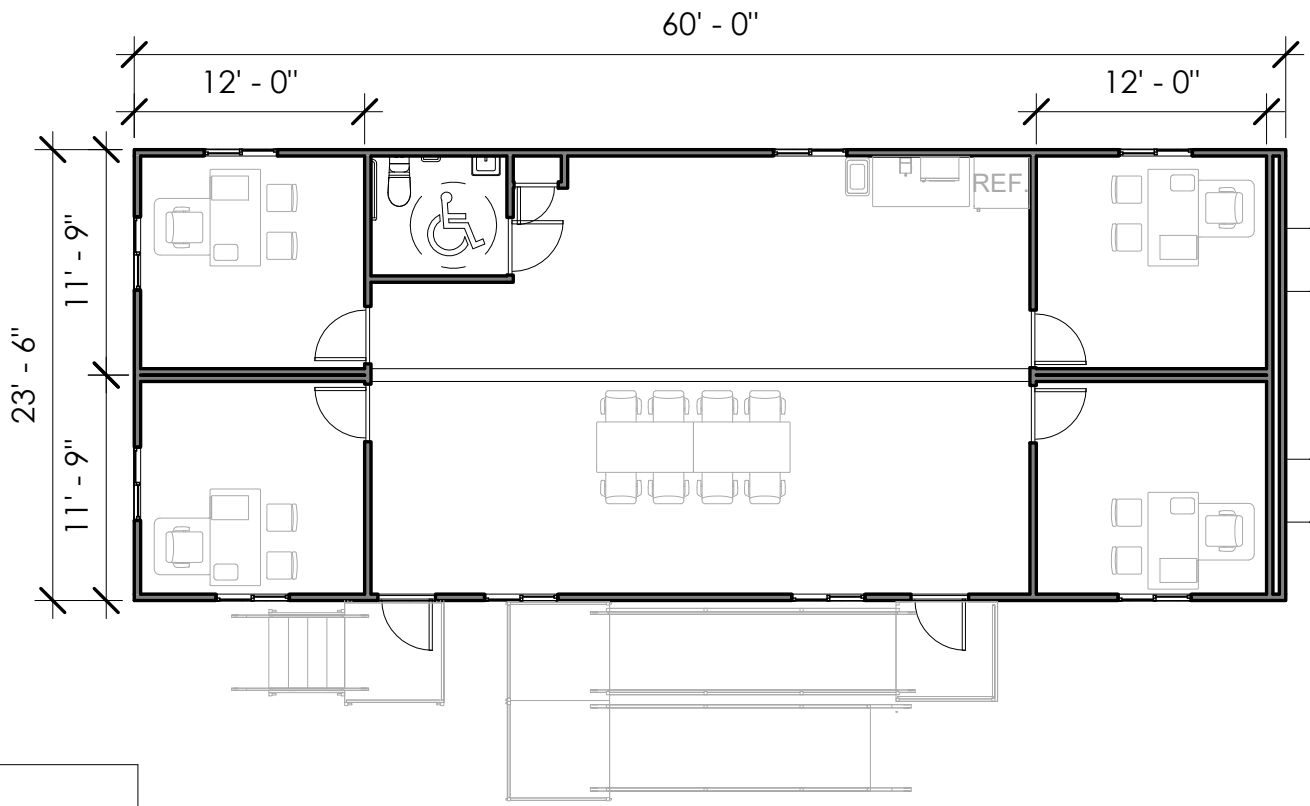
We do not include any water supply, electrical, heated dry valve enclosure, alarm work, painting, or premium time in our proposal.

Please sign and date as acceptance so we may proceed.

Very truly yours,

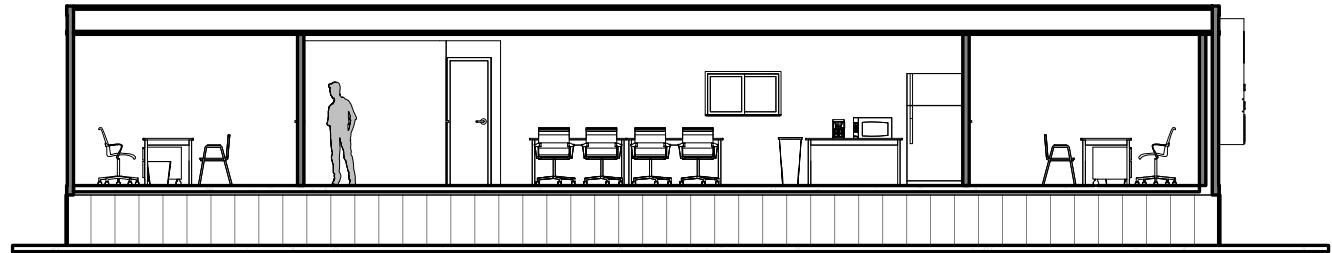

John M. Nicastro

Accepted by: _____
Date: _____



VAPS PACKAGES

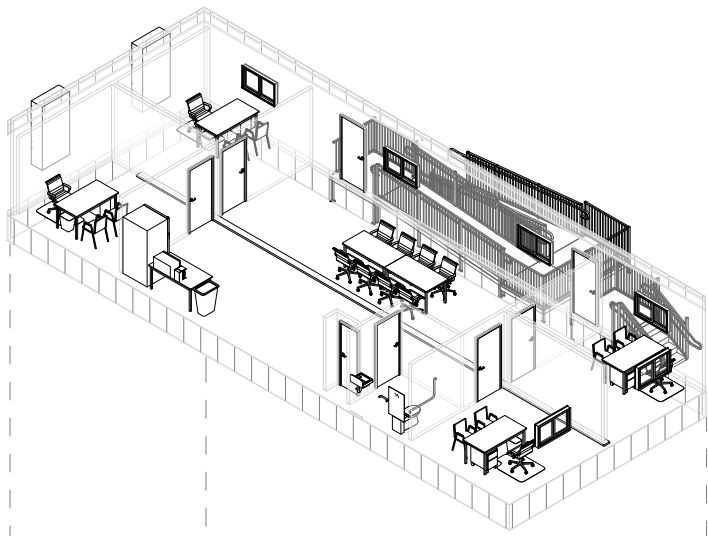
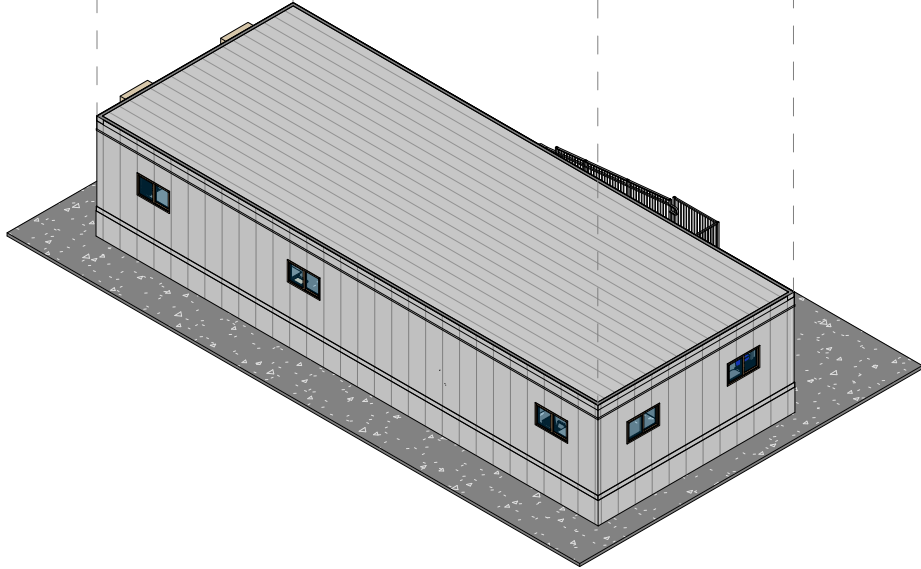
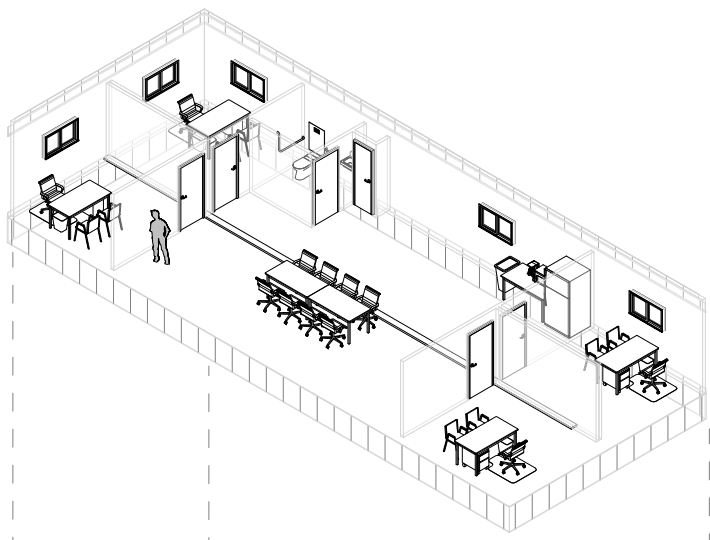
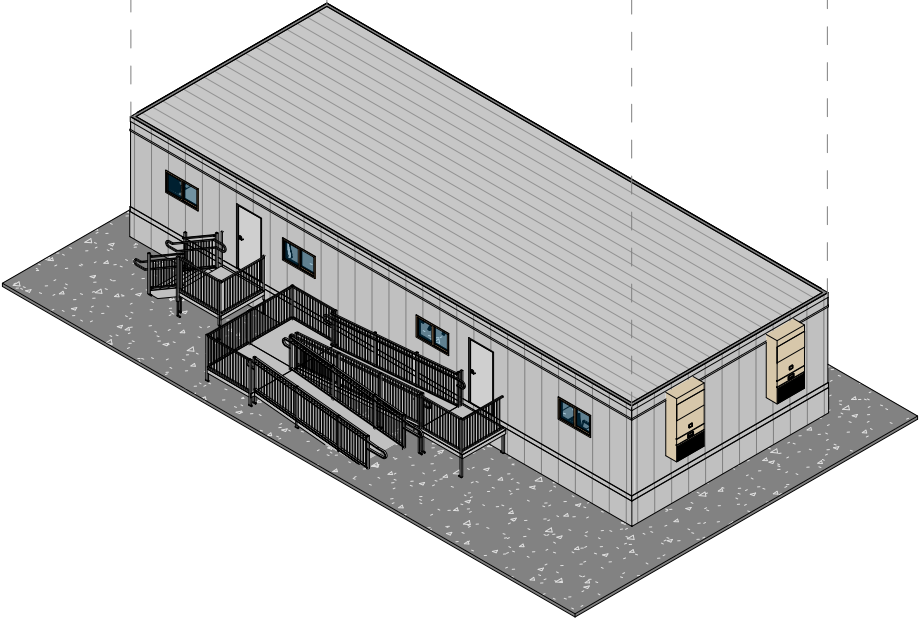
ELEMENT	QUANTITY
ADA Ramp With Switchback	1
ADA Steps	1
Professional Conference Room Package	1
Professional Office Package	4



DISCLAIMER: FOR ILLUSTRATION PURPOSES ONLY. Drawings and floor plans shown herein are for sales illustration purposes only and should not be used for any other purposes, including without limitation, permitting or certification. Any measurements shown are approximate and may differ from the actual modular unit delivered to customer. The above drawings and floor plans depict items that may not be standard to the modular unit and ancillary products ordered by the customer.

SM6424 (60'x24' BOX)
1 RR





SM6424 (60'x24' BOX)

1 RR



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Richard W. Loeffler III

Site Planning, Land Use Strategies, Landscape Architecture, Project Management
15 Robin Ridge Road Telephone: (201) 962-2321
Upper Saddle River NJ 07458

December 29, 2020

Jane Slavin, RA
Director, Office of Building, Zoning, Planning, Administration and Enforcement
Town of Orangetown
20 Greenbush Road
Orangeburg, NY 10962

Subject: Proposed Temporary Testing Building
Bloomberg Data Center
155 Corporate Drive
Town of Orangetown NY

Dear Ms. Slavin:

This letter is forwarded to follow up on our recent emails regarding placement of a temporary virus testing building at the Bloomberg Data Center Site on Ridge Road. Bloomberg is making arrangements to place this temporary building at site to allow for virus testing of the Bloomberg staff. This important effort is being undertaken to assure a safe and healthy environment for the staff. The company hopes to initiate the testing effort as soon as possible, with the intent of bringing the building to the site this week in early January 2021. With this letter, we request that you assist the company to allow placement of the building at the site under an administrative approval because conducting the planning board review process would cause long delays.

Project Description:

- The temporary testing building is proposed to be at the site during the year 2021, and possibly longer depending upon conditions.
- Virus testing will be available only to Bloomberg staff.
- Medical staff under contract to Bloomberg will conduct the virus testing.
- The temporary testing building is proposed to be located directly to the east of the data center adjacent to the building entrance in an existing paved area (refer to attached drawings SP-1).
- The proposed temporary building will not be located within any required setback or sensitive environmental area of the site.
- No new impervious surface will be created.
- The temporary testing building will not be visible from outside the site.
- The 23.5' x 60' building will be brought to the site in two halves. The two halves will be joined, levelled, fitted with steps and ramps, and will be furnished with skirting around the base. (refer to the attached manufacturer specification sheet).

Letter to Town of Orangetown
Temporary Testing Building at Bloomberg
Dated: 12/29/20

RWL III

- The temporary building will be connected to electrical circuiting and communication lines in building 100 to provide power, light, heat, cooling and communications.
- The temporary testing building includes a bathroom. A service provider will visit the site periodically to remove waste.

Please review this information and contact me with your comments.

Very truly yours,

Richard W. Loeffler III

RECEIVED

JAN 04 2021

Michael B. Bettmann

SUPERVISOR'S OFFICE



Supervisor Teresa Kenny

January 4, 2021

Town Board Members,

Let this letter serve as notice that I am going to retire effective January 30, 2021.

Michael B. Bettmann

A handwritten signature in cursive script that reads "Michael B. Bettmann".

Donna A. Morrison



December 16, 2020

Supervisor Teresa Kenny
Councilman Jerry Bottari
Councilman Tom Diviny
Councilman Denis Troy
Councilman Paul Valentine

Dear Supervisor/Councilmen:

This letter is to inform you that after much discussion with my family, I have made the decision to retire as of December 31, 2020. At this time in my life, it is the best decision for myself and my family.

I have enjoyed my career with the Town and my co-workers, as well as the many people I have met along the way.

Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Donna A. Morrison".

Donna A. Morrison
Human Resources Coordinator

WARRANT

Warrant Reference	Warrant #	Amount
Approved for payment in the amount of		
	121720	\$ 838,105.76
	122220	\$ 89,761.80
	122420	\$ 1,149,506.76
	122620	\$ 5,605.15
	Total	\$ 2,082,979.47

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

APPROVAL FOR PAYMENT

AUDITING BOARD

Councilman Gerald Bottari

Councilman Paul Valentine

Councilman Thomas Diviny

Councilman Denis Troy

Supervisor Teresa M. Kenny

**TOWN OF ORANGETOWN
FINANCE OFFICE MEMORANDUM**

TO: THE TOWN BOARD
FROM: JEFF BENCIK, *DIRECTOR OF FINANCE*
SUBJECT: AUDIT MEMO
DATE: 1/4/2021
CC: DEPARTMENT HEADS



The audit for the Town Board Meeting of 1/5/2021 consists of 4 warrants for a total of \$2,082,979.47.

The first warrant had 220 vouchers for \$228,192 and was for Medicare reimbursements.

The second warrant had 12 vouchers for \$89,761 and was for utilities.

The third warrant had 193 vouchers for \$1,149,506 and had the following items of interest.

1. Beckmann Appraisals (p8) - \$5,000 for certiorari defense.
2. Bertussi's (p10) - \$59,351 for new HVAC units (Highway).
3. Cotter, Michael (p14) - \$6,325 for Building searches.
4. Dell Marketing (p16) - \$19,380 for IT equipment.
5. Hauser Bros. (p22) - \$7,639 for Sewer Equipment repairs.
6. Hydra-Numatic Sales (p24) - \$14,085 for Sewer pump replacement.
7. Keane & Beane (p29) - \$6,400 for outside counsel.
8. Maser Consulting (p32) - \$9,366 for traffic signal work (bonded).
9. NYS Unemployment Insurance (p36) - \$47,770 for unemployment insurance.
10. NYS Department of Civil Service (p37) - \$746,491 for Healthcare insurance.
11. Precision Motor Works (p40) - \$15,985 for sewer pump station repair.
12. Sprague Operating Resources (p48) - \$11,365 for fuel.
13. NYS Comptroller (p52) - \$34,620 for Justice fines.
14. Tappan Senior Citizens Club (p59) - \$6,937 for club program reimbursement.
15. Verde Electric (p61) - \$5,075 for Traffic Signal maintenance contract.

16. Virtuit Systems (p62) - \$5,555 for IT equipment.

17. WW Grainger (p64) - \$8,721 for Highway supplies.

18. Zarin & Steinmetz (p66) - \$8,651 for HNA development project.

The fourth warrant had 2 vouchers for \$5,605 and was for 207c payments.

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

Thank you.

Jeffrey W. Bencik, CFA

845-359-5100 x2204