

TOWN ATTORNEY'S OFFICE

TOWN OF ORANGETOWN

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

DATE: January 6, 2020

TO: Rosanna Sfrago, Town Clerk

FROM: Denise A. Sullivan, Deputy Town Attorney

RE: 2020 Orangetown Library District; Blauvelt Free Library

Enclosed please find TWO (2) duplicate original Agreements between the Town of Orangetown and the Blauvelt Free Library for year 2020; **after the Supervisor signs before a notary, kindly attest to the Supervisor's signature and seal.**

Then please return to me for distribution.

Thank you very much!

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

A G R E E M E N T
By and Between the
TOWN OF ORANGETOWN and THE BLAUVELT FREE LIBRARY
For term January 1, 2020 to December 31, 2020

THIS AGREEMENT, made this _____ day of _____, 20____, between the TOWN BOARD OF THE TOWN OF ORANGETOWN, having its principal offices at Town Hall, 26 Orangeburg Road, Orangeburg, New York 10962, hereinafter referred to as the "Town" and the Trustees of the BLAUVELT FREE LIBRARY, a Free Association Library with its principal offices at 541 Western Highway, Blauvelt, New York 10913, hereinafter referred to as the "Library".

W I T N E S S E T H :

WHEREAS, the Library has heretofore been organized under the laws of the State of New York as a Free Association Library for the purposes of maintaining and operating a free library in the hamlet of Blauvelt in the Town of Orangetown, and is now registered by the Regents of the State of New York and fully complies with the Regents requirements except as modified by the Regents; and

WHEREAS, pursuant to Chapter 494 of the Laws of 2012, a tax is levied for library services upon the area served by the Free Association libraries operated in hamlets of Blauvelt, Orangeburg, Palisades and Tappan, and upon the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012, and which tax is collected for the purpose of providing a portion of the funds required in the operation of said libraries; and

WHEREAS, the Library is willing, in consideration of the support granted and to be granted it out of the tax moneys levied and collected pursuant to Chapter 494 of the Laws of 2012, to make available to all residents of the areas upon which the said library tax is levied pursuant to Chapter 494 of the Laws of 2012, library services as authorized pursuant to its Charter;

WHEREAS, it is proposed that the Town of Orangetown enter into a Contract with the Blauvelt Free Library for the furnishing of library services within the boundaries of their district contained within the Orangetown Library District, and to those residents within the Sparkill areas described hereinabove;

WHEREAS, due notice has been given of a Public Hearing held at Town Hall of the Town of Orangetown on the **22ND day of October, 2019 at 8:10 p.m.** to consider such Contract, the notice thereof duly specifying the time and place of the Public Hearing, as aforesaid, and describing the time and place of the Public Hearing as aforesaid, and describing, in general terms, the proposed Contract; and

WHEREAS, said Public Hearing was duly conducted as advertised and all persons interested therein and presenting themselves were heard;

WHEREAS, the Town Board, as party of the First Part, hereinafter "Town", duly authorized a contract with the Blauvelt Free Library, party of the Second Part, hereinafter "Library", for library services in the boundaries of the Blauvelt District contained within the Orangetown Library District, and to those residents within the Sparkill areas described hereinabove, upon the terms and provisions herein set forth; and

WHEREAS, this contract has been duly authorized by the Board of Trustees of the Blauvelt Free Library, party of the Second Part, and the Blauvelt Free Library has provided the Town Clerk with certified copies of Resolutions of approval of this Agreement by the Board of Trustees;

NOW THEREFORE, the Town does engage the Blauvelt Free Library to furnish library services within its boundaries as described in the Orangetown Library District, and to those residents of the Sparkill area described hereinabove, and the Library agrees to furnish such services in the manner following, to wit:

A G R E E D :

1. (a) The Library shall submit to the Town Supervisor, on or before **September 20th** in each year, a budget of its anticipated expenses for the next fiscal year together with a statement of the amount which is proposed to be raised by taxes to defray such expenses. The Library shall list the number of Sparkill residents who hold a current library cards in such Library. This number shall be obtained from the main library user database maintained by the Ramapo Catskill Library System (RCLS) on the first (1st) Friday in September. Such budget or request for funds shall be in such form and shall contain such information including estimates of revenues and expenditures as the Supervisor of the Town of Orangetown shall prescribe. The Library shall present the Town with a copy of the Annual Report filed with the State Education Department; and with a copy of Form 990 filed with the IRS. The Town Board, in determining the amount to be raised by taxes for library purposes, may take into account a library's private source funds and, therefore, the Library shall provide this information to the Town Board.

(b) The Town reserves the right to require an audit of the books and records of the Library at the expense of the Library.

2. The Library agrees to furnish library services to all of the inhabitants of the area served by such library, as well as the residents of the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012, without charge, to such residents.

3. The Library agrees to keep its Library open on such days and for such periods of time, as to render adequate service to the inhabitants of the area served by the Library, as well as the residents of the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012.

4. Not later than **MARCH 1st** of each year, the Library will furnish to the Town Board of the Town of Orangetown, a certified copy of its annual report to the New York State Education Department; and a copy shall be furnished to the Town Attorney's office.

5. The Library will furnish the Town Board of the Town of Orangetown with a copy of its By-Laws and rules and regulations as the same may be amended from time to time.

6. Simultaneously with the execution of this Agreement, the Library shall furnish the Town of Orangetown with a certificate of liability insurance, naming the Town of Orangetown, 26 Orangeburg Road, Orangeburg, New York 10962 as an insured party in the amount of ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS for one person injured, and TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS for any one accident, and the Library further agrees to hold and save the Town of Orangetown, free and harmless from any and all claims by persons using the Library and/or injured thereat; involving costs and reasonable attorney(s) fees.

7. The Town agrees to pay the Library for furnishing library service to the inhabitants of the serviced area, the sum of SEVEN HUNDRED THOUSAND THREE HUNDRED NINETY-TWO AND 00/100 (\$700,392) DOLLARS, to be paid upon presentation of a voucher therefor. This agreement is for the one-year period commencing January 1, 2020, and terminates December 31, 2020.

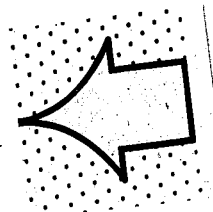
IN WITNESS WHEREOF, the respective parties hereto have executed this Agreement and caused same to be signed by the proper officers of the respective parties and their respective seals affixed, the day and year first above written.

ATTEST:

TOWN OF ORANGETOWN, NEW YORK

Rosanna Sfraga
Rosanna Sfraga, Town Clerk

By: Teresa M. Kenny
Teresa M. Kenny, Supervisor



(SEAL)

BLAUVELT FREE LIBRARY

By: Elizabeth Brancati
Elizabeth Brancati, President, Board of Trustees

(SEAL)

ACKNOWLEDGMENT

STATE OF NEW YORK)

COUNTY OF ROCKLAND)

On the 7 day of January, in the year 2020, before me, the undersigned notary public, personally appeared TERESA M. KENNY personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Rima A. DelVecchio
NOTARY PUBLIC

Rima A. DelVecchio
Notary Public, State of NY
No. 01DE6222835
Qualified in Rockland County
Commission Exp. June 1, 2022

ACKNOWLEDGMENT

STATE OF NEW YORK)

COUNTY OF ROCKLAND)

On the 27 day of Dec, in the year 2019, before me, the undersigned notary public, personally appeared ELIZABETH BRANCATI, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Tonia Ann D'Angelo
NOTARY PUBLIC

TONIE ANN D'ANGELO
Notary Public, State of New York
No. 01DA6327996
Qualified in Rockland County
Commission Expires July 27, 2023

Customer Confirmation



Mimecast North America, Inc.
191 Spring Street,
Lexington MA 02421

Quote Date: Dec 11, 2019
Reference: #ESTUS248652
Prepared By: Davis Clark
Subscription Term(months): 12
Hosting Jurisdictions
Email Services: United States

Customer:

Town of Orangetown
Heath Road East
Petersfield
Hampshire
GU31 4HT
United Kingdom

Partner:

SHI International Corp.
SHI International Corp.
290 Davidson Ave
Somerset NJ 08873-4145
United States

Details:

Item	Qty
M3R – Email Security, Remediation & Continuity	275
Add On - Large File Send	20
Add On- Secure Messaging	20
LCS - Silver	1
IMP - Guided Implementation	1

Please note:

- Customer may increase the number of Permitted Users shown above or add Services at any time during the Subscription Term. However, Customer must provide Reseller or Mimecast with advance notice prior to adding additional Permitted Users to Customer's account, and additional fees may apply.
- During a Subscription Term, it is not possible for Customer to (i) reduce the number of Permitted Users shown above; (ii) downgrade any of the Services shown above; or (iii) remove any of the Services shown above. Such changes may be made effective at the start of a new Subscription Term, but only if Mimecast receives notice of such change not less than thirty days prior to the renewal date.

The provision of Services described herein is subject to the Mimecast Terms and Conditions located at <http://www.mimecast.com/contracts> for the applicable Services, as of the effective date of this Services Order.

To accept the Services under the terms set forth herein, please sign here

_____ (Signature/Name/Title)

_____ (Date)

for and on behalf of Mimecast

_____ (Signature/Name/Title)

Service Descriptions

M3R – Email Security, Remediation & Continuity	Email Security with Targeted Threat Protection and Remediation, Continuity, DLP, Sync & Recover and 1 year archive.
Add On - Large File Send	A secure file sending service for all users. Allows individuals to send files up to 2GB in size with attachment controls, access keys and custom expiration of shared data.
Add On- Secure Messaging	Share sensitive and confidential information with external contacts with confidence, via a secure email channel.
LCS - Silver	Local Business Hours Online Support, local Business Hours Telephone Support, 24x7x365 Telephone Support for P1 critical issues, unlimited access to Mimecast online Community & knowledge base, service monitoring, alerting and reporting, access to Customer Success Desk
IMP - Guided Implementation	Mimecast Implementation Engineer Account Setup, Guided Instruction provided by Mimecast, Customer executed changes

Mimecast North America, Inc. 191 Spring Street, Lexington MA 02421



General Terms and Conditions

These General Terms and Conditions (“General Terms”) govern the use of the services provided by Mimecast as described further in a Services Order referencing these General Terms (collectively, the “Services”), and are entered into by the customer (“Customer”) and the applicable Mimecast entity (“Mimecast”) that is identified in the Services Order. In the event of any conflict between these General Terms and the Services Order, the Services Order will control.

Customer may subscribe to the Services directly from Mimecast or through a reseller (“Reseller”). In either event, Customer and Mimecast each agree to these General Terms as a condition of the provision of the Services by Mimecast.

1. Services.

1.1 Provision of Services. Mimecast will provide the Services and Material described in each Services Order in accordance with the applicable Services Order, these General Terms and the applicable Services documentation available at <https://community.mimecast.com/community/knowledge-base> (“Documentation”). A “Services Order” is any transactional document (such as a customer quote, a customer confirmation or a statement of work) that references these General Terms and Conditions and is agreed to by the parties. Each Services Order will include:

- A description of the Services and Support and Professional Services (if any) to be provided to Customer (each, a “Services Description”)
- The number of users of the Services (individuals employed by or otherwise under Customer’s control) (each, a “Permitted User”)
- The term of the Services subscription (“Subscription Term”)
- Identification of the country where Customer Data will be stored (the “Hosting Jurisdiction”)
- Any additional terms agreed to by the parties

1.2 Support and SLA. Mimecast will provide certain on-going support services in connection with Customer’s use of the Services (“Support”), as described in the “Support Description”. In addition, Mimecast will maintain certain service levels as described in the “Service Levels”. The Support Description and Service Levels are available at <http://www.mimecast.com/contracts>.

1.3 Professional Services. At Customer’s request, Mimecast will provide professional services to Customer (“Professional Services”). Professional Services may be described in a Services Order or mutually agreeable statement of work. Mimecast will perform such Professional Services in a professional and workmanlike manner, consistent with industry standards. In the event Mimecast’s performance does not conform to the terms of the applicable statement of work or Services Order, Customer will notify Mimecast of such failure within fifteen days after delivery of the Professional Services (“Acceptance Period”). Promptly after receipt of Customer’s notice, Mimecast will re-perform the non-conforming Professional Services at no additional cost to Customer, as Customer’s exclusive remedy. After the Acceptance Period, any additional Professional Services will be subject to a new Services Order. Mimecast shall not be deemed in breach of its obligations under this Section 1.3 to the extent that Mimecast is delayed or prevented from performing due to an act or omission of Customer.

2. Data Protection and Confidentiality.

2.1 Customer Data. “Customer Data” means the data processed through Customer’s use of the Services including, where relevant to the Services, the contents of the files and emails sent by or to Permitted Users. “Personal Data” means Customer Data that relates to an identified or identifiable natural person.

2.2 Security. Mimecast will implement and maintain appropriate administrative, technical, organizational and physical security measures for each of the Services to protect Customer Data against unauthorized access, disclosure or loss. Customer acknowledges and agrees that, in the course of providing the Services, Professional Services, and Support to Customer, it may be necessary for Mimecast to access Customer Data to respond to technical problems or Customer queries and to ensure the proper working of the Services; such access may originate from any jurisdiction where Mimecast maintains Support personnel. Additional information about Mimecast security, including the locations from which Support is provided and a list of Mimecast’s certifications, attestations and assessments, is available at <https://www.mimecast.com/company/mimecast-trust-center/> (the “Trust Center”). Mimecast may update the Trust Center from time to time. Where required hereunder (or in accordance with any Data Processing Agreement), Mimecast shall notify Customer of such changes.

2.3 Data Protection Laws. As required by law or as otherwise agreed by the parties, data protection measures may be described in more detail in a data processing agreement, which will be made supplementary to these General Terms (“Data Processing Agreement”). In the event of any conflict between these General Terms and Conditions and the Data Processing Agreement, the Data Processing Agreement shall prevail. Mimecast acknowledges that, as

between the parties, Customer owns and controls the right, title and interest in and to the Customer Data. With respect to any Personal Data contained in Customer Data, Customer acts as data controller and Mimecast acts as data processor. Mimecast will use and process the Personal Data solely in accordance with Customer's Instructions, but solely during an effective Subscription Term. The "Instructions" are embodied in these General Terms, the applicable Service Order(s), and any applicable Data Processing Agreement, and as may be additionally communicated by Customer to Mimecast from time-to-time. Mimecast will collect and protect the Customer Data in compliance with the applicable laws and regulations of the Hosting Jurisdiction, including without limitation, as applicable, the requirements of European Economic Area data protection law, the UK Data Protection Act 1998, US Health Insurance Portability and Accountability Act, and the General Data Protection Regulation (Regulation (EU) 2016/679). Where permitted by applicable law, Mimecast may process, transfer or copy Customer Data and Personal Data in the United States or other countries or jurisdictions outside of the country where it was collected. Customer is responsible for providing any requisite notice and obtaining any consent (if required) from Permitted Users for such processing and transfer of Personal Data, including international transfers.

2.4 Confidentiality Obligations.

(a) Definitions. "Confidential Information" means information designated by the party disclosing such information ("Disclosing Party") as "confidential" or "proprietary" or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of the disclosure. Customer's Confidential Information includes Customer Data. Mimecast's Confidential Information includes any information related to the performance, functionality, and reliability of the Services. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault of the party that receives such information from the Disclosing Party ("Receiving Party"); (ii) is in the Receiving Party's possession prior to receipt from the Disclosing Party; (iii) is acquired by the Receiving Party from a third-party without breach of any confidentiality obligation to Disclosing Party; or (iv) is independently developed by Receiving Party without reference to the Disclosing Party's Confidential Information.

(b) Obligations. Confidential Information is and will remain the exclusive property of the Disclosing Party. In addition to any other obligations required of it under Section 2 herein, the Receiving Party will: (i) use Disclosing Party's Confidential Information solely for the performance of the activities contemplated by these General Terms; (ii) disclose such information only to its employees, agents, and contractors who are bound by obligations of confidentiality at least as strict as those contained in this Section 2.4; (iii) protect Disclosing Party's Confidential Information against unauthorized use or disclosure using the same degree of care it uses for its own Confidential Information, which in no event will be less than reasonable care; and (iv) upon written request, return or destroy all copies of the Disclosing Party's Confidential Information that are in its possession or control.

3. Customer Activities.

3.1 Customer Use. Customer will use the Services for its own internal business purposes and will not transfer, resell, license or otherwise make the Services or the Material (as defined below) available to third-parties. Customer will use the Services as reasonably directed by Mimecast, subject to Section 2.3 and the provisions of any Data Processing Agreement. Customer will allow only the number of Permitted Users shown in the applicable Services Order to access and use the Services.

3.2 Access Control. Customer will implement and maintain reasonable and appropriate controls to ensure that user accounts are used only by the Permitted Users to whom they are assigned and to manage and monitor Permitted Users, including designating one or more administrators responsible for access control. Customer is solely responsible for the acts or omissions of any user or Permitted User who obtains access to the Services through Customer or Customer's systems. Customer will notify Mimecast promptly if it becomes aware of any unauthorized access or use.

3.3 Restrictions. Customer will not: (a) use the Services in any manner that violates any applicable law or regulation (including but not limited to where Customer is required to obtain permissions or authorizations to permit Mimecast to perform its obligations hereunder); (b) use the Services in a manner that violates any industry standards concerning unsolicited email; (c) use the Services in a manner that introduces any viruses, malicious code, or any other items of a harmful nature; or (d) engage in any activity that could reasonably be expected to interfere with or disrupt the Services (for example, an activity that causes Mimecast to be blacklisted by any internet service provider). Customer will defend and indemnify Mimecast in the event of any third-party claim or regulatory action arising out of Customer's breach (or alleged breach) of the terms of this Section 3.3.

4. Payment. This Section 4 will apply only if Customer subscribes to the Services directly through Mimecast. If Customer subscribes to the Services through a Reseller, the pricing and invoicing terms will be agreed to between Customer and Reseller directly and the following terms will not apply.

4.1 Fees and Payment Terms. Customer will pay any fees set forth in any agreed Services Order. Fees are

due net thirty days from the invoice date. Mimecast will provide instructions for payment in the applicable Services Order or through some other reasonable means. If Customer is contracting with Mimecast North America, Inc., then recurring fees will increase by 5% at the start of each renewal Subscription Term.

4.2 Professional Services Fees. Fees for any Professional Services to be performed by Mimecast shall be invoiced in full promptly after the Effective Date (unless otherwise indicated on a Services Order). If such professional services include import of historical Customer Data into the Services, then Customer must provide the volume of Customer Data shown on the Services Order to Mimecast within twelve months of the Effective Date. Customer Data received for import by Mimecast after the expiration of the twelve-month period will be subject to a separate charge. If the amount of Customer Data actually provided to Mimecast for import within twelve months of the Effective Date of the Services Order exceeds the amount shown therein, Mimecast will invoice Customer a pro-rated amount based on the per gigabyte charge listed in the Services Order.

4.3 Disputed Invoices. If Customer disputes any portion of the amount due, then Customer will notify Mimecast in writing within fifteen days of receipt of the applicable invoice. Such notice will include a description of the basis for Customer's dispute. If only part of an invoice is disputed, then Customer will pay the undisputed amount as provided herein. The parties will work together in good faith to resolve any such dispute promptly.

4.4 Late Payment. Customer will be notified in the event payment has not been received in accordance with the terms of this Section 4.4. If any undisputed amount due is not paid within fourteen days of such notice, then Mimecast may charge a late payment fee on any unpaid amount due at the rate of one percent (1%) per month or at the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date such amount is paid. In the event any action is taken to pursue collection of any fees payable hereunder, Customer will reimburse Mimecast for Mimecast's costs associated with such collection, including reasonable legal fees.

4.5 Taxes. The fees and any other charges hereunder do not include any taxes, withholdings, levies or duties of any nature (including without limitation, local, state, federal, VAT or foreign taxes) that may be assessed at any time in connection with the Services during the term of these General Terms. Customer is responsible for paying any such taxes, excluding taxes based on Mimecast's net income.

5. Disclaimer. WITHOUT LIMITING MIMICAST'S EXPRESS OBLIGATIONS UNDER THESE GENERAL TERMS, MIMICAST HEREBY DISCLAIMS ALL GUARANTEES, CONDITIONS, WARRANTIES AND REPRESENTATIONS, IMPLIED, STATUTORY OR OTHERWISE CONCERNING ANY SERVICES, SOFTWARE, DOCUMENTATION OR MATERIALS PROVIDED BY MIMICAST, INCLUDING BUT NOT LIMITED TO, THOSE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. PROFESSIONAL SERVICES DO NOT QUALIFY AS LEGAL OR EXPERT ADVICE. CUSTOMER SHOULD CONSIDER WHETHER THE SERVICES AND/OR PROFESSIONAL SERVICES ARE APPROPRIATE FOR CUSTOMER'S NEEDS, AND WHERE APPROPRIATE, SEEK LEGAL OR EXPERT ADVICE. MIMICAST DOES NOT REPRESENT THAT THE SERVICES OR THE PROFESSIONAL SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR MEET CUSTOMER'S REQUIREMENTS.

6. Ownership.

6.1 Ownership of the Services. The parties acknowledge and agree that Mimecast has no ownership rights to Customer Data. Mimecast and its third-party licensors will retain all ownership interest in and to the Services and its underlying systems, as well as to the Material. "Material" includes collateral such as training materials, video training modules, user surveys, and user assessments made available to Customer by Mimecast. Customer's rights are limited to those expressly stated in these General Terms. Notwithstanding any provision herein to the contrary, nothing in these General Terms is intended to limit Customer's liability in the event of Customer's violation of Mimecast's intellectual property rights, and any claim with respect to such violation will not be deemed governed by these General Terms. Customer may not use or access the Services for the purpose of (i) building a competitive service or comparative features; or (ii) comparative analysis (including but not limited to benchmarking) intended for use outside Customer's organization.

6.2 Aggregated Data and Threat Data. Notwithstanding any provision herein to the contrary, Mimecast owns: (i) the aggregated data derived from the Service as aggregated with usage data from Mimecast's other customers, including, without limitation, utilization statistics, reports, logs and information regarding spam, viruses or other malware processed by the Services ("Aggregated Data"); and (ii) all data identified through the Services as malicious, such as that which may perpetuate data breaches, malware infections, cyberattacks or other threat activity ("Threat Data"). Neither Aggregated Data nor Threat Data will include any Personal Data. Customer agrees that Mimecast may process Aggregated Data or Threat Data for its business purposes and/or may share Aggregated Data or Threat Data with third-parties.

6.3 Feedback. Mimecast owns an unlimited right to any Feedback in any present or future form or format for use in any manner that Mimecast deems appropriate, without monetary or other compensation to Customer. "Feedback" means any communications or materials provided to Mimecast by Customer suggesting or recommending changes to the Services.

7. Intellectual Property Indemnification

7.1 Indemnification. Mimecast will defend, indemnify and hold harmless Customer, its officers, directors, employees and consultants against any third-party claim, suit, proceeding or regulatory action alleging that the Services or the Material infringe any copyright, moral right, trade secret, trade or service mark, or patent issued in the applicable Hosting Jurisdiction. Customer will provide prompt written notice of the applicable claim to Mimecast and cooperate in Mimecast's defense, as reasonably requested by Mimecast and at Mimecast's expense. Mimecast will have sole control of the defense and settlement of the applicable matter.

7.2 Additional Terms. Mimecast may, at its expense and discretion, attempt to resolve any indemnified claim by: (a) modifying the Services or Material to avoid the alleged infringement; (b) obtaining a license to permit Customer's use of the Services or Material as contemplated by these General Terms; or (c) terminating the rights set forth in these General Terms and giving Customer a refund for any fees paid for the remainder of the then-effective Subscription Term. Customer will cooperate fully with Mimecast in the implementation of any above-described resolution. Mimecast will have no liability under this Section 7 to the extent any claim results from the combination of the Services with third-party products, services, data or business processes used by Customer or from content or information supplied by Customer.

7.3 Entire Liability. This Section 7 sets forth Mimecast's entire liability and Customer's sole remedy in connection with any matters concerning any intellectual property rights relating to the Services or the Material. Customer agrees that any and all implied indemnification obligations that may apply to these General Terms are hereby excluded.

8. Limitation of Liability

8.1 Exclusion of Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE FOR ANY (A) INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, (B) LOSS OF PROFITS, (C) LOSS OF ANTICIPATED SAVINGS, OR (D) LOST MANAGEMENT TIME OF ANY KIND WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THESE GENERAL TERMS OR ANY OF THE SERVICES PROVIDED OR AGREED TO BE PROVIDED BY MIMICAST, EVEN IF THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR HAD OTHER REASON TO KNOW OR IN FACT KNEW OF THE POSSIBILITY THEREOF. THIS SECTION 8.1 DOES NOT APPLY TO ANY AMOUNTS PAYABLE IN CONNECTION WITH THE INDEMNIFICATION OBLIGATIONS STATED HEREIN.

8.2 Liability Cap. The parties acknowledge that any limitation of liability set forth herein is intended to apply only to the extent permitted by applicable law.

(a) General. Each party's maximum liability for any and all causes of action arising out of or relating to these General Terms, the Services, or the Material (collectively, "General Claims"), whether in contract, tort, statute or otherwise, will be limited to an amount equal to the fees paid or payable by Customer to Mimecast (or Reseller) for the applicable Services during the twelve months preceding the incident giving rise to the General Claim; provided that the foregoing cap will not apply to: (i) the indemnification obligations set forth in these General Terms, (ii) Customer's obligations under Section 3.3, (iii) Customer's payment obligations, or (iv) Data Claims (as defined in subsection 8.2(b)).

(b) Data-Related Claims. Mimecast's maximum liability for any and all Data Claims will be limited to an amount equal to the greater of: (i) USD \$100,000 (or the equivalent in the currency of the applicable Hosting Jurisdiction at the time the claim arose) or (ii) two times the fees paid or payable by Customer to Mimecast (or Reseller) for the applicable Services during the twelve months preceding the event giving rise to the Data Claim. The liability cap described in this subsection 8.2(b) is intended to cover Data Claims only and may not be combined with the cap described in subsection (a) in connection with the same set of underlying facts. Customer agrees that the limitations of liability set forth in these General Terms are intended to apply to any Data Agreement entered into by the parties and that such limitations will control in the event of any conflict between such agreements. "Data Claims" means, collectively, any and all causes of action arising out of or relating to Mimecast's breach of the obligations set forth in Section 2 or in any Data Processing Agreement, whether in contract, tort, statute or otherwise.

8.3 Exclusions. Notwithstanding any other provision of these General Terms, neither party's liability is excluded or limited by these General Terms in the event of: (a) death or personal injury caused by its negligence; (b) fraudulent misrepresentation; or (c) any other liability which may not lawfully be excluded or limited.

9. Term and Termination

9.1 Term. These General Terms will remain in effect until the conclusion of all agreed-to Services Orders between Customer and Mimecast. Each Subscription Term will renew automatically, unless one party gives the other party written notice of its intent not to renew the applicable subscription at least thirty days prior to the end of the then-current Subscription Term.

9.2 Termination.

(a) Opt-out. Customer may terminate its initial Services Order with Mimecast at any time within thirty days of the Effective Date of such Services Order. If any fees have been paid in advance, such fees will be promptly refunded. If notice of termination is not received within the thirty-day time period, then the Subscription Term described in the Services Order will continue unaffected.

(b) For Breach. Either party may terminate these General Terms immediately on giving written notice to the other party if the other party commits any material breach of any term of these General Terms or related Services Orders and has not cured such breach within thirty days of its receipt of written notice of the breach. Additionally, if Customer has purchased the Services through a Reseller, Mimecast may terminate these General Terms and all related Services Orders if Customer has not paid Reseller in a timely manner and has not cured such non-payment within fifteen days of its receipt of written notice.

(c) For Bankruptcy. Either party may terminate these General Terms immediately on giving written notice to the other party if the other party: (i) becomes insolvent, (ii) is generally unable to pay, or fails to pay, its debts as they become due, (iii) files, or has filed against it, a petition for voluntary or involuntary bankruptcy pursuant to any insolvency law, (iv) makes or seeks to make a general assignment for the benefit of its creditors, or (v) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property or business.

9.3 Changes to Services. Customer acknowledges that the Services are offered as software-as-a-service and that the details of the offerings themselves, including the terms of the Service Levels and Support Description, will change over time. If such changes result in a material degradation of the Services, then Customer may provide written notice to Mimecast including a description of the degradation. If the identified material degradation is not corrected by Mimecast within thirty days of Mimecast's receipt of such notice from Customer, then Customer may terminate these General Terms and all applicable Services Orders and receive a refund of any fees paid for the remainder of the then-effective Subscription Term.

9.4 Suspension of Services. Mimecast may suspend the Services in the event Customer fails to pay any undisputed amount within fifteen days of Mimecast's (or Reseller's) notice to Customer of such failure to pay. Additionally, in the event Customer's account is the subject of denial of service attacks, hacking attempts or other malicious activities, or Customer's activities reasonably appear to be in breach of Section 3.3, Mimecast will work with Customer to resolve such matters as soon as possible. In such circumstances, to protect Mimecast's own systems, Customer acknowledges that Mimecast may be required to suspend the Services until the issues are resolved. Mimecast will provide advance notice to Customer of such suspension where reasonably practicable.

9.5 Survival. Customer's payment obligations, the provisions of this Section and the provisions of the following Sections will survive any termination of these General Terms: Section 2 (Data Protection and confidentiality), Section 3.3 (Restrictions), Section 6 (Disclaimer), Section 7 (Intellectual Property Indemnification), Section 8 (Limitation of Liability) and Section 10 (General).

10. General

10.1 Transition from Reseller. If Customer transitions from its then-current Reseller to a new authorized Mimecast reseller, Customer will notify Mimecast in writing. In that event, Customer agrees that the terms and conditions of these General Terms will continue to apply to Customer's use of the Services (in addition to the pricing and other terms provided by Customer's new reseller). In the event Mimecast terminates its relationship with Customer's then-current Reseller, Mimecast will notify Customer in writing and will provide a description of the plan to maintain the Services through the end of the applicable Subscription Term. At the end of such term, Customer may continue to receive the Services through the authorized Reseller of its choice.

10.2 Legal Demands. Notwithstanding any provision herein to the contrary, Customer Data may be retained and disclosed by Mimecast as required to comply with applicable laws, regulations, subpoenas or court orders or to otherwise enforce its rights under these General Terms. Where allowed by law, Mimecast will provide reasonable prior written notice to Customer to permit Customer to seek a protective order and will cooperate in Customer's activities under this Section 10.2, at Customer's expense. Mimecast will disclose only that information that is reasonably necessary to meet the applicable legal order or requirement.

10.3 Force Majeure. Neither party will be liable for any delay in performance or failure to perform its obligations under these General Terms due to any cause or event outside its reasonable control including, acts of God, civil or military authority, acts of war, accidents, third-party computer or communications failures, natural disasters or catastrophes, strikes or other work stoppages or any other cause beyond the reasonable control of the affected party.

10.4 Assignment. Customer may assign these General Terms in whole or in part to a successor in interest in the event of a sale or merger of Customer. Otherwise, Customer may not assign these General Terms or any Services Orders in whole or in part without Mimecast's prior written consent, which consent will not be unreasonably withheld. These General Terms will be binding upon the parties hereto and any authorized assigns.

10.5 Notices. Any business communications in connection with these General Terms may be provided by email. Any legal notices relating to these General Terms must be provided in writing and sent to the receiving party at the address set out in the applicable Services Order or any address later provided by such party. All notices will be sent by major commercial delivery courier service or mailed in a manner that requires signature by the recipient.

10.6 Entire Agreement. Each party hereby acknowledges that (i) no reliance is placed on any representation not provided in these General Terms; and (ii) agreement to these General Terms is not conditioned on any promise made by Mimecast to deliver any future deliverable such as a feature or functionality. The parties further acknowledge that no Reseller is entitled to modify these General Terms, including the Support Description or Services Levels or to otherwise make promises, representations or warranties on behalf of Mimecast. No purchase order or other communication will add to or vary these General Terms. Any purchase order or other terms provided by Customer will be accepted by Mimecast for invoicing purposes only.

10.7 Modifications and Severability. Except as expressly provided herein, any modification to these General Terms must be made in writing and signed by an authorized representative of each party. If any provision of these General Terms is held to be unenforceable, such provision will be reformed to the extent necessary to make it enforceable, and such holding will not impair the enforceability of the remaining provisions.

10.8 Waiver. The failure by a party to exercise any right hereunder or to insist upon or enforce strict performance of any provision of these General Terms will not waive such party's right to exercise that or any other right in the future.

10.9 No Third-Party Beneficiaries. These General Terms are entered into solely between, and may be enforced only by, Mimecast and Customer. These General Terms will not be deemed to create any third-party rights or obligations.

10.10 Independent Contractors. Each party to these General Terms will be acting as an independent contractor, and nothing herein will be construed to create a partnership, joint venture or any type of agency relationship between Mimecast and Customer or any Permitted User.

10.11 Export Restrictions. Each party agrees to comply with all applicable regulations of the United States Department of Commerce and with the United States Export Administration Act, as amended from time to time, and with all applicable laws and regulations of other jurisdictions with respect to the export and import of the Services.

11. Regional Terms.

The following terms apply if the party contracting for Mimecast (as set forth in the applicable Services Order) is located in the United States of America:

11.1 Governing Law (US). These General Terms and any disputes hereunder will be governed by the laws of the Commonwealth of Massachusetts, without regard to its conflict of law principles, and any litigation concerning these General Terms shall be submitted to and resolved by a court of competent jurisdiction in Boston, Massachusetts. Notwithstanding the foregoing, either party may seek equitable, injunctive or declaratory relief to enforce any of its intellectual property rights or rights in the Customer Data or Confidential Information in any court of appropriate jurisdiction.

11.2 Waiver of Jury Trial (US). Where applicable, each party hereby waives its respective rights to a jury trial of any claim or cause of action relating to or arising out of these General Terms. This waiver is intended to encompass any and all disputes that may be filed in any court and that relate to the subject matter of these General Terms, including contract claims, tort claims, breach of duty claims and all other common law and statutory claims. Each party further represents and warrants that it has consulted with legal counsel concerning this waiver and that it provides the waiver under this Section 11.2 knowingly and voluntarily.

The following terms apply if the party contracting for Mimecast (as set forth in the applicable Services Order) is located in the United Kingdom:

11.3 Governing Law (UK). These General Terms and any court proceedings shall be governed by the laws of England and Wales and held in England. Notwithstanding the foregoing, either party may seek equitable, injunctive or declaratory relief to enforce any of its intellectual property rights or rights in the Customer Data or Confidential Information in any court of appropriate jurisdiction.

11.4 Middle East Business (UK). If Customer is located in any Middle East territory, in the event that the United Kingdom courts refuse jurisdiction, the parties agree that such dispute shall be subject to the exclusive jurisdiction of the court of the Dubai International Financial Centre, Dubai, UAE. Where such a dispute relates to a claim for a sum within the limits specified by the Dubai International Financial Centre Small Claims Tribunal, then the dispute may be referred to said tribunal.

The following terms apply if the party contracting for Mimecast (as set forth in the applicable Services Order) is located in the Republic of South Africa:

11.5 Governing Law (RSA). These General Terms and any disputes hereunder will be governed by the laws of the Republic of South Africa, without regard to its conflict of law principles. The parties hereby consent and submit to the non-exclusive jurisdiction of the South Gauteng High Court, Johannesburg for the purpose of all or any legal proceedings arising from or concerning these General Terms.

The following terms apply if the party contracting for Mimecast (as set forth in the applicable Services Order) is located in the Commonwealth of Australia:

11.6 Governing Law (AU). These General Terms and any arbitration and court proceedings shall be governed by the federal laws of Australia and the State of Victoria and held in Melbourne, Australia. Section 5 (Disclaimer) and any restrictions herein on liability will apply only to the extent that they are consistent with non-excludable Australian laws and nothing in those Sections or these General Terms limit any consumer guarantees or other rights Customer may have under non-excludable Australian laws. Customer hereby consents to the jurisdiction of such courts over Customer and stipulates to the convenience, efficiency and fairness of proceeding in such courts, and covenant not to assert any objection to proceeding in such courts based on the alleged inconvenience, inefficiency or unfairness of such courts.

11.7 Disclaimer (AU). THE DISCLAIMER SET FORTH IN SECTION 5 DOES NOT EXCLUDE OR LIMIT ANY STATUTORY OR IMPLIED GUARANTEE, CONDITION OR WARRANTY THAT MAY NOT BY OPERATION OF LAW BE EXCLUDED OR LIMITED. TO THE EXTENT PERMITTED BY LAW, MIMECAST LIMITS ITS LIABILITY UNDER ANY STATUTORY OR IMPLIED CONDITION, WARRANTY OR GUARANTEE THAT CANNOT BE EXCLUDED TO, AT THE OPTION OF MIMECAST, THE RESUPPLY OF THE SERVICES OR THE PAYMENT OF THE COST OF DOING THE SAME.

Signed _____

For and on behalf of Mimecast

Name _____

Position _____

Signed _____

For and on behalf of Customer

Name _____

Position _____



Pricing Proposal
 Quotation #: 18185699
 Reference #: 12/12/2019
 Created On: 12/12/2019
 Valid Until: 1/17/2020

TOWN OF ORANGETOWN

Inside Account Executive

Anthony Bevelacqua

26 Orangeburg Road
 Orangeburg, NY 10962
 United States
 Phone: 845 359 5100 x2216
 Fax:
 Email: Abevelacqua@orangetown.com

Kevin Bock

290 Davidson Ave.
 Somerset, NJ 08873
 Phone: (732) 584-8446
 Fax: (732) 564-8224
 Email: kevin_bock@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 M3R – Email Security,Remediation & Continuity Mimecast - Part#: M_M3R_250_A Contract Name: Distributor Based Software and Hardware Contract #: PD67647	275	\$44.78	\$12,314.50
2 Add On - Large File Send Mimecast - Part#: M_LFS_ALL_A Contract Name: Distributor Based Software and Hardware Contract #: PD67647	20	\$6.17	\$123.40
3 Add On - Secure Messaging Mimecast - Part#: M_SM_A Contract Name: Distributor Based Software and Hardware Contract #: PD67647	20	\$6.17	\$123.40
4 LCS - Silver Mimecast - Part#: M_LCS_SL_A Contract Name: Distributor Based Software and Hardware Contract #: PD67647	1	\$778.80	\$778.80
5 IMP - Guided Implementation Mimecast - Part#: M_IMP_G_D_D_OO Contract Name: Distributor Based Software and Hardware Contract #: PD67647	1	\$0.00	\$0.00
		Total	\$13,340.10

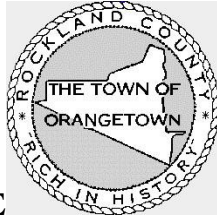
Additional Comments

Mimecast has a no returns policy.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



TOWN ATTORNEY'S OFFICE

INTER-OFFICE MEMORANDUM

DATE: January 6, 2020

TO: Rosanna Sfraga, Town Clerk (with originals)

cc: Town Board Members (w/o encl.)
Kimberly Allen, Administrative Secretary to the Supervisor (w/o encl.)
Ellie Fordham, Secretarial Assistant II, DEME (w/o encl.)

FROM: Dennis D. Michaels, Deputy Town Attorney

RE: Certificate of Plumbing Registration (Sewer Work) 2020

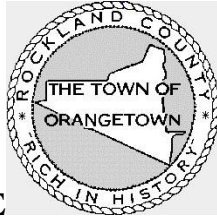
The following applicant is qualified, pursuant to the qualification certificate received from Eamon Reilly, Commissioner of the Department of Environmental Management and Engineering (original attached), and the bond and insurance certificates having been reviewed and approved (originals attached), from a legal standpoint, by the Office of the Town Attorney.

Bertussi Contracting, Inc.
60-70 Dexter Place
Pearl River, NY 10965
845-735-5588

This Certificate of Registration has been placed on the next Regular Town Board Meeting agenda scheduled for January 14, 2020. Should you have any questions, please do not hesitate to contact this Office.

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encl.



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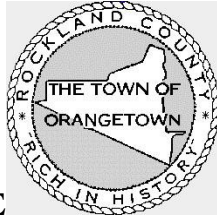
The following applicant is qualified, pursuant to the qualification certificate received from Eamon Reilly, Commissioner of the Department of Environmental Management and Engineering (original attached), and the bond and insurance certificates having been reviewed and approved (originals attached), from a legal standpoint, by the Office of the Town Attorney.

Dutra Excavating, & Sewer
10 Stone Hollow Road
Montvale, NJ 07645
Tel.: 201-930-1229

This Certificate of Registration has been placed on the next Regular Town Board Meeting agenda scheduled for January 14, 2020. Should you have any questions, please do not hesitate to contact this Office.

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Ellie Fordham, Secretarial Assistant II, DEME (w/o encl.)

FROM: Dennis D. Michaels, Deputy Town Attorney

RE: Certificate of Plumbing Registration (Sewer Work) 2020

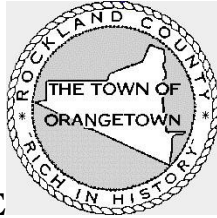
The following applicant is qualified, pursuant to the qualification certificate received from Eamon Reilly, Commissioner of the Department of Environmental Management and Engineering (original attached), and the bond and insurance certificates having been reviewed and approved (originals attached), from a legal standpoint, by the Office of the Town Attorney.

Rino Paving & Construction, Inc.
20 Viola Road
Suffern, NY 10901
Tel.: 845-357-5473

This Certificate of Registration has been placed on the next Regular Town Board Meeting agenda scheduled for January 14, 2020. Should you have any questions, please do not hesitate to contact this Office.

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cc: Town Board Members (w/o encl.)
Kimberly Allen, Administrative Secretary to the Supervisor (w/o encl.)
Ellie Fordham, Secretarial Assistant II, DEME (w/o encl.)

FROM: Dennis D. Michaels, Deputy Town Attorney

RE: Certificate of Plumbing Registration (Sewer Work) 2020

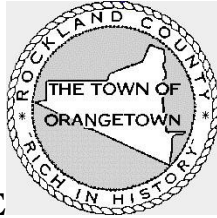
The following applicant is qualified, pursuant to the qualification certificate received from Eamon Reilly, Commissioner of the Department of Environmental Management and Engineering (original attached), and the bond and insurance certificates having been reviewed and approved (originals attached), from a legal standpoint, by the Office of the Town Attorney.

Michael Sasso Plumbing, Inc.
P.O. Box 507
New City, NY 10956
Tel.: 845-638-2900

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encl.



TOWN ATTORNEY'S OFFICE

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DATE: January 6, 2020

TO: Rosanna Sfraga, Town Clerk (with originals)

cc: Town Board Members (w/o encl.)
Kimberly Allen, Administrative Secretary to the Supervisor (w/o encl.)
Ellie Fordham, Secretarial Assistant II, DEME (w/o encl.)

FROM: Dennis D. Michaels, Deputy Town Attorney

RE: Certificate of Plumbing Registration (Sewer Work) 2020

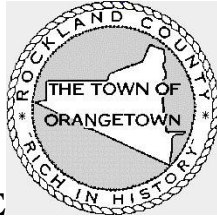
The following applicant is qualified, pursuant to the qualification certificate received from Eamon Reilly, Commissioner of the Department of Environmental Management and Engineering (original attached), and the bond and insurance certificates having been reviewed and approved (originals attached), from a legal standpoint, by the Office of the Town Attorney.

Kevin Stokes Excavating, Inc.
P.O. Box 812
Pearl River, NY 10965
Tel: 845-735-4096

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encl.



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cc: Town Board Members (w/o encl.)
Kimberly Allen, Administrative Secretary to the Supervisor (w/o encl.)
Ellie Fordham, Secretarial Assistant II, DEME (w/o encl.)

FROM: Dennis D. Michaels, Deputy Town Attorney

RE: Certificate of Plumbing Registration (Sewer Work) 2020

The following applicant is qualified, pursuant to the qualification certificate received from Eamon Reilly, Commissioner of the Department of Environmental Management and Engineering (original attached), and the bond and insurance certificates having been reviewed and approved (originals attached), from a legal standpoint, by the Office of the Town Attorney.

Ronald Tarigo
5 Crosscreek Lane
Stony Point, NY 10980
Tel.: 845-786-5503

This Certificate of Registration has been placed on the next Regular Town Board Meeting agenda scheduled for January 14, 2020. Should you have any questions, please do not hesitate to contact this Office.

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encl.



TOWN ATTORNEY'S OFFICE

INTER-OFFICE MEMORANDUM

DATE: January 10, 2020

TO: Rosanna Sfraga, Town Clerk (with originals)

cc: Town Board Members (w/o encl.)
Kimberly Allen, Administrative Secretary to the Supervisor (w/o encl.)
Ellie Fordham, Secretarial Assistant II, DEME (w/o encl.)

FROM: Dennis D. Michaels, Deputy Town Attorney

RE: Certificate of Plumbing Registration (Sewer Work) 2020

The following applicant is qualified, pursuant to the qualification certificate received from Eamon Reilly, Commissioner of the Department of Environmental Management and Engineering (original attached), and the bond and insurance certificates having been reviewed and approved (originals attached), from a legal standpoint, by the Office of the Town Attorney.

Coppola Services, Inc.
28 Executive Parkway
Ringwood, NJ 07456
Tel.: (973) 962-1890

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DATE: January 10, 2020

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cc: Town Board Members (w/o encl.)
Kimberly Allen, Administrative Secretary to the Supervisor (w/o encl.)
Ellie Fordham, Secretarial Assistant II, DEME (w/o encl.)

FROM: Dennis D. Michaels, Deputy Town Attorney

RE: Certificate of Plumbing Registration (Sewer Work) 2020

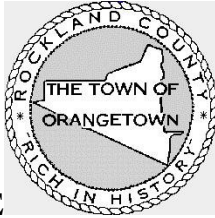
The following applicant is qualified, pursuant to the qualification certificate received from Eamon Reilly, Commissioner of the Department of Environmental Management and Engineering (original attached), and the bond and insurance certificates having been reviewed and approved (originals attached), from a legal standpoint, by the Office of the Town Attorney.

Hewitt Excavating, LLC
18 Broad Street
Norwood, NJ 07648
201-767-1510

This Certificate of Registration has been placed on the next Regular Town Board Meeting agenda scheduled for January 14, 2020. Should you have any questions, please do not hesitate to contact this Office.

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encl.



TOWN ATTORNEY'S OFFICE

INTER-OFFICE MEMORANDUM

DATE: January 10, 2020

TO: Rosanna Sfraga, Town Clerk (with originals)

cc: Town Board Members (w/o encl.)
Kimberly Allen, Administrative Secretary to the Supervisor (w/o encl.)
Ellie Fordham, Secretarial Assistant II, DEME (w/o encl.)

FROM: Dennis D. Michaels, Deputy Town Attorney

RE: Certificate of Plumbing Registration (Sewer Work) 2020

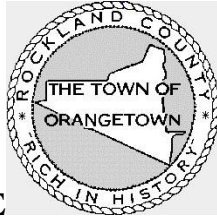
The following applicant is qualified, pursuant to the qualification certificate received from Eamon Reilly, Commissioner of the Department of Environmental Management and Engineering (original attached), and the bond and insurance certificates having been reviewed and approved (originals attached), from a legal standpoint, by the Office of the Town Attorney.

Mouacdie Excavating Corp.
3 Ruhe Lane
West Nyack, NY 10994
Tel.: 845-406-5358

This Certificate of Registration has been placed on the next Regular Town Board Meeting agenda scheduled for January 14, 2020. Should you have any questions, please do not hesitate to contact this Office.

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cc: Town Board Members (w/o encl.)
Kimberly Allen, Administrative Secretary to the Supervisor (w/o encl.)
Ellie Fordham, Secretarial Assistant II, DEME (w/o encl.)

FROM: Dennis D. Michaels, Deputy Town Attorney

RE: Certificate of Plumbing Registration (Sewer Work) 2020

The following applicant is qualified, pursuant to the qualification certificate received from Eamon Reilly, Commissioner of the Department of Environmental Management and Engineering (original attached), and the bond and insurance certificates having been reviewed and approved (originals attached), from a legal standpoint, by the Office of the Town Attorney.

Tobar Excavating, Inc.
385 High Street
Norwood, NJ 07648
201-784-1716

This Certificate of Registration has been placed on the next Regular Town Board Meeting agenda scheduled for January 14, 2020. Should you have any questions, please do not hesitate to contact this Office.

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encl.

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 |
| 6. Contractor may not use any type of "fill" material that deteriorates or breaks apart over time. | YES/NO |

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 calculated as follows: YES/NO

COMPLY

$$(1'' + 0'') / 2 \times 4' = 2 \text{ inch-feet}$$
$$2 \times \underline{\text{Price per Inch Foot}} = \$ \underline{56.00}$$

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 31, 2019. 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

Theresa Simonetta, Sales Support Mgr.
NAME & TITLE

12-31-19
DATE

Always Safe Sidewalks
COMPANY NAME

Po Box 60 Springhouse, Pa 19477
ADDRESS

724-407-0874
CONTACT TELEPHONE NUMBER

CONTRACT
THE TOWN OF ORANGETOWN
AND
Always Safe Sidewalks
SIDEWALK SAWCUTTING
(VARIOUS LOCATIONS THROUGHOUT THE TOWN)

THIS CONTRACT made and entered into this 31 day of Dec 2019, by and between the TOWN OF ORANGETOWN with offices at 26 Orangeburg Road, Orangeburg, New York 10962 (hereinafter referred to as the "Owner"), and Always Safe Sidewalks with offices at PO Box 60, Springhouse Pa 19477, Federal Identification Number 26-0222435, (hereinafter referred to as the "Contractor").

WITNESSETH:

A contract having been awarded by the Owner to the Contractor for sidewalk sawcutting services at various locations throughout the Town, in accordance with a certain Request for Proposals, expressly incorporated herein, and made part hereof, and in consideration of the promise, agreements and payments herein specified, the Contractor hereby agrees, at its own cost and expense, to perform all the work and furnish all the materials, equipment, supplies, tools and other accessories necessary to complete the Project, complete, in place, tested and ready for use, all in strict conformance with the Contract Documents.

Contract Documents

Contract Documents, as used herein, include the Request for Proposals, Contractor's Proposal, Non-collusion Certificate, Project Specifications, and General Conditions, Contract Drawings, if any, and prevailing wage information and other attachments and addenda, if any which are hereby, by reference, make a part hereof as if fully set forth herein:

Price and Terms of Payment

The Owner shall pay the contractor for performance of the work a total sum **NOT TO EXCEED FORTY THOUSAND DOLLARS (\$40,000.00)**, with the actual sum to be paid computed in the manner set forth in the project specifications on an Inch Foot basis, at a price of \$56.00 per Inch Foot.

***IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ALL WORK IS INSPECTED BY THE TOWN SUPERINTENDENT OF HIGHWAYS, OR HIS DESIGNATED REPRESENTATIVE, BEFORE SUCH WORK IS VOUCHERED FOR PAYMENT.**

The Owner shall make periodic payments for work actually completed, in accordance with Town voucher and payment procedures.

Provided the work and/or materials set forth on any invoice shall have been inspected and approved by the Town, and the invoice shall have been delivered in sufficient time, payment thereof, less 10% of the scheduled values of such work and/or materials, shall be made following approval at the next regularly scheduled Town Board meeting. The 10% retainage from each invoice shall be paid upon the completion of any punch list at the conclusion of the project.

Time is of the essence

The Contractor agrees to commence work under this Contract within ten (10) days after the date of the Notice to Proceed and to complete the entire work no later than sixty (60) calendar days from the date of the Notice To Proceed, weather permitting.

Liquidated Damages

In the event that contractor fails to complete the work within the time stated above, as the same may be modified, in writing, the contractor shall pay to the Owner as liquidated damages, the sum of **THREE HUNDRED DOLLARS AND NO CENTS (\$300.00)** for each day of delay until the work is completed and accepted.

Insurance and Indemnification Requirements

See General Conditions annexed hereto and make a part hereof.

The insurance requirements of this Contract are a material term, in default of which the Contractor shall be deemed in breach hereof.

Punch list

Regardless of any liquidated damages mentioned above, in the event the Contractor fails to complete the punch list work within thirty (30) days after the acceptance of the project, the Contractor shall pay the Owner as damages, the sum of **ONE HUNDRED FIFTY DOLLARS AND NO CENTS (\$150.00)** for each day of delay until the punch list work is completed and accepted.

Prevailing Wages

The wages and supplements to be paid to laborer, workman or mechanic performing work under this Contract shall be not less than the prevailing rate of wages and supplements as defined and determined by the New York State Labor Law or the Davis-Bacon Act (40 USC27a to a-7) as supplemented by Department of Labor regulations (29 CFT Part 5), as applicable, a copy of which, as applicable, is attached hereto or to the Bid Documents.

Additional Terms

This Contract expressly incorporates and includes the General Terms annexed hereto and made a part hereof. In addition, the following provisions are expressly made applicable:

The Town Board, by Resolution adopted the _____ day of _____, 20__ has approved execution of this Contract with _____.

IN WITNESS WHEREOF, the parties have make and executed this Agreement, the day and year first above written.

CONTRACTOR:

Company Name: Always Safe Sidewalks

Principal: Tom Sweitzer

Business Address: PO Box 60

Springhouse, Pa 19477

Telephone Number: 724-407-0876

Fax Number: 215-367-5521

E-Mail: theresa@alwayssafesidewalks.com

OWNER:

THE TOWN OF ORANGETOWN

Chris Day, Supervisor

Date: _____

TOWN OF ORANGETOWN HIGHWAY DEPARTMENT

James J. Dean, Superintendent of Highway

Date: _____

12/12/19

A-TECH Concrete
EDISON, NJ

P.I.N. 8780.54

NORTH MIDDLETOWN ROAD PEDESTRIAN LINK

BROUGHT FORWARD

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
201.06	1	CLEARING AND GRUBBING Thirty thousand dollars LUMP SUM	30,000	00	30,000	00
203.02	1984	UNCLASSIFIED EXCAVATION AND DISPOSAL Two hundred fifty dollars PER CUBIC YARD	250	00	496,000	00
203.03	638	EMBANKMENT IN PLACE Seventy-five dollars PER CUBIC YARD	75	00	47,850	00
203.07	164	SELECT GRANULAR FILL One hundred eighty-five dollars PER CUBIC YARD	185	00	30,340	00
204.01	11	CONTROLLED LOW STRENGTH MATERIAL (CLSM) Eight hundred fifty dollars PER CUBIC YARD	850	00	9,350	00

**P.I.N. 8780.54
NORTH MIDDLETOWN ROAD PEDESTRIAN LINK**

BROUGHT FORWARD _____

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
206.0201	329	TRENCH AND CULVERT EXCAVATION <u>Four-hundred seventy-five dollars</u> PER CUBIC YARD	475	00	156,275	00
206.03	456	CONDUIT EXCAVATION AND BACKFILL INCLUDING SURFACE RESTORATION <u>One-hundred twenty dollars</u> PER LINEAR FOOT	120	00	54,720	00
206.05	10	TEST PIT EXCAVATION <u>One thousand dollars</u> EACH	1,000	00	10,000	00
209.100101	1909	MULCH - TEMPORARY <u>Ten dollars</u> PER SQUARE YARD	10	00	19,090	00
209.1003	1909	SEED AND MULCH - TEMPORARY <u>Five dollars</u> PER SQUARE YARD	5	00	9,545	00

P.I.N. 8780.54
NORTH MIDDLETOWN ROAD PEDESTRIAN LINK

BROUGHT FORWARD

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
209.11000011	12	INLET FILTER SEDIMENT CONTROL FOR NEW CATCH BASINS <i>Four hundred dollars</i> EACH	400	00	4,800	00
209.12000011	28	INLET FILTER SEDIMENT CONTROL FOR EXISTING CATCH BASINS <i>Four hundred dollars</i> EACH	400	00	11,200	00
209.13	1615	SILT FENCE-TEMPORARY <i>Five dollars</i> PER LINEAR FOOT	5	00	8,075	00
304.11000008	1150	SUBBASE COURSE (MODIFIED) <i>One hundred eighty dollars</i> PER CUBIC YARD	180	00	207,000	00
402.128103	230	12.5 F1 TOP COURSE HMA, 80 SERIES COMPACTION <i>Two hundred ninety-five dollars</i> PER TON	295	00	67,850	00

P.I.N. 8780.54
NORTH MIDDLETOWN ROAD PEDESTRIAN LINK

BROUGHT FORWARD _____

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
407.0103	36	STRAIGHT TACK COAT <i>Ten dollars</i> PER GALLON	10	00	360	00
503.1010	238	PCC FOUNDATION FOR PAVEMENT, CLASS C <i>Five hundred dollars</i> PER CUBIC YARD	500	00	119,000	00
552.17	4263	SHIELDS AND SHORING <i>Ten dollars</i> PER SQUARE FOOT	10	00	42,630	00
555.0105	2	CONCRETE FOR STRUCTURES, CLASS A <i>Four thousand five hundred dollars</i> PER CUBIC YARD	4,500	00	9,000	00
602.3615	971	LINING WITH CURED IN PLACE PIPE (CIPP) 15 INCH DIAMETER <i>Three hundred twenty dollars</i> PER LINEAR FOOT	320	00	310,720	00

P.I.N. 8780.54
NORTH MIDDLETOWN ROAD PEDESTRIAN LINK

BROUGHT FORWARD

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
602.3618	103	LINING WITH CURED IN PLACE PIPE (CIPP) 18 INCH DIAMETER <u>Three hundred fifty-five dollars</u> PER LINEAR FOOT	355	00	36,565	00
603.77	3	CONCRETE COLLARS <u>Two thousand two hundred dollars</u> EACH	2,200	00	6,600	00
603.9530	49	DUCTILE IRON PIPE 14 INCH DIAMETER <u>One hundred eighty-five dollars</u> PER LINEAR FOOT	185	00	9,065	00
603.9535	278	DUCTILE IRON PIPE 16 INCH DIAMETER <u>One hundred ninety dollars</u> PER LINEAR FOOT	190	00	52,820	00
603.9540	150	DUCTILE IRON PIPE 18 INCH DIAMETER <u>One hundred ninety-five dollars</u> PER LINEAR FOOT	195	00	29,250	00

P.I.N. 8780.54
NORTH MIDDLETOWN ROAD PEDESTRIAN LINK

BROUGHT FORWARD _____

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
603.9815	12	SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORMDRAIN 15 INCH DIAMETER <u>One hundred sixty five dollars</u> PER LINEAR FOOT	165	00	1,980	00
604.070801	1	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES <u>Four thousand dollars</u> EACH	4,000	00	4,000	00
604.070802	1	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES <u>Four thousand dollars</u> EACH	4,000	00	4,000	00
604.070803	1	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES <u>Four thousand dollars</u> EACH	4,000	00	4,000	00
604.070804	1	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES <u>Four thousand dollars</u> EACH	4,000	00	4,000	00

Dept. of Env. Mngmt. Engr.
3002/8A1

North Middletown Road
CARRY FORWARD _____

P.I.N. 8780.54
NORTH MIDDLETOWN ROAD PEDESTRIAN LINK

BROUGHT FORWARD

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
604.070805	1	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES <i>Four thousand dollars</i> EACH	4,000	00	4,000	00
604.070806	1	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES <i>Four thousand dollars</i> EACH	4,000	00	4,000	00
604.070807	1	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES <i>Four thousand dollars</i> EACH	4,000	00	4,000	00
604.070808	1	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES <i>Four thousand dollars</i> EACH	4,000	00	4,000	00
604.070809	1	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES <i>Four thousand dollars</i> EACH	4,000	00	4,000	00

**P.I.N. 8780.54
NORTH MIDDLETOWN ROAD PEDESTRIAN LINK**

BROUGHT FORWARD _____

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
604.070810	1	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES <i>Four thousand dollars</i> EACH	4,000	00	4,000	00
604.070811	1	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES <i>Four thousand dollars</i> EACH	4,000	00	4,000	00
604.070812	1	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES <i>Four thousand dollars</i> EACH	4,000	00	4,000	00
604.070813	1	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES <i>Four thousand dollars</i> EACH	4,000	00	4,000	00
604.070814	1	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES <i>Four thousand dollars</i> EACH	4,000	00	4,000	00

P.I.N. 8780.54
NORTH MIDDLETOWN ROAD PEDESTRIAN LINK

BROUGHT FORWARD _____

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
604.070815	1	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES Four thousand dollars EACH	4,000	00	4,000	00
604.070816	1	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES Four thousand dollars EACH	4,000	00	4,000	00
604.070817	1	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES Four thousand dollars EACH	4,000	00	4,000	00
604.070818	1	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES Four thousand dollars EACH	4,000	00	4,000	00
604.070819	1	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES Four thousand dollars EACH	4,000	00	4,000	00

**P.I.N. 8780.54
NORTH MIDDLETOWN ROAD PEDESTRIAN LINK**

BROUGHT FORWARD _____

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
604.070820	1	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES <i>Four thousand dollars</i> EACH	4,000	00	4,000	00
604.070821	1	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES <i>Four thousand dollars</i> EACH	4,000	00	4,000	00
604.070822	1	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES <i>Four thousand dollars</i> EACH	4,000	00	4,000	00
604.07290010	150	REPAIR WALLS OF EXISTING DRAINAGE STRUCTURES <i>Fifty dollars</i> PER SQUARE FOOT	50	00	7,500	00
604.300273	5	RECTANGULAR DRAINAGE STRUCTURE TYPE B FOR CAST F3 FRAME <i>One thousand fifty dollars</i> PER LINEAR FOOT	1,050	00	5,250	00

P.I.N. 8780.54
NORTH MIDDLETOWN ROAD PEDESTRIAN LINK

BROUGHT FORWARD

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
604.301873	51	RECTANGULAR DRAINAGE STRUCTURE TYPE R FOR CAST IRON F3 FRAME <i>Seven hundred seventy-five dollars</i> PER LINEAR FOOT	775	00	39,525	00
604.302122	12	RECTANGULAR DRAINAGE STRUCTURE TYPE U FOR #22 WELDED FRAME <i>Eight hundred fifty dollars</i> PER LINEAR FOOT	850	00	10,200	00
604.4060	6	ROUND PRECAST CONCRETE MANHOLE TYPE 60 <i>One thousand dollars</i> PER LINEAR FOOT	1,000	00	6,000	00
608.0101	420	CONCRETE SIDEWALKS AND DRIVEWAYS <i>Eight hundred dollars</i> PER CUBIC YARD	800	00	336,000	00
608.01020005	76	COLORED AND IMPRINTED PORTLAND CEMENT CONCRETE SIDEWALK <i>One thousand one hundred dollars</i> PER CUBIC YARD	1,100	00	83,600	00

P.I.N. 8780.54

NORTH MIDDLETOWN ROAD PEDESTRIAN LINK

BROUGHT FORWARD

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
608.03	21	BRICK PAVED SIDEWALKD AND DRIVEWAYS (SAND SETTING BED) <u>Seven hundred dollars</u> PER SQUARE YARD	700	00	14,700	00
608.20	2	SURFACE APPLIED DETECTABLE WARNING UNITS <u>Nine hundred dollars</u> PER SQUARE YARD	900	00	1,800	00
608.21	129	EMBEDDED DETECTABLE WARNING UNITS <u>Six hundred fifty dollars</u> PER SQUARE YARD	650	00	83,850	00
609.0401	6896	CAST-IN-PLACE CONCRETE CURB TYPE VF150 <u>Thirty-seven dollars</u> PER LINEAR FOOT	37	00	255,152	00
609.0407	815	CAST-IN-PLACE CONCRETE CURB TYPE T100 <u>Forty dollars</u> PER LINEAR FOOT	40	00	32,600	00

Dept. of Env. Mngmt. Engr.
3002/14A1

North Middletown Road

CARRY FORWARD

P.I.N. 8780.54
NORTH MIDDLETOWN ROAD PEDESTRIAN LINK

BROUGHT FORWARD _____

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
609.15	436	RESETTING EXISTING CURB <i>Sixty-five dollars</i> _____ PER LINEAR FOOT	65	00	28,340	00
610.1101	11	MULCH FOR PLANTING TYPE A, B & D - WOOD CHIPS AND SHREDDED BARK <i>Three hundred dollars</i> _____ PER CUBIC YARD	300	00	3,300	00
610.1403	213	TOPSOIL - LAWNS <i>One hundred forty dollars</i> _____ PER CUBIC YARD	140	00	29,820	00
610.1602	1909	TURF ESTABLISHMENT - LAWNS <i>Fourteen dollars</i> _____ PER SQUARE YARD	14	00	26,726	00
611.0193	6	PLANTING - MAJOR DECIDUOUS TREES - 4 INCH CALIPER BARER ROOT <i>One thousand four hundred dollars</i> _____ EACH	1,400	00	8,400	00

P.I.N. 8780.54
NORTH MIDDLETOWN ROAD PEDESTRIAN LINK

BROUGHT FORWARD

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
611.10	1	TRANSPLANTING 0 - 48 INCH IN HEIGHT <i>Three thousand two hundred dollars</i> EACH	3,200	00	3,200	00
614.060104	6	TREE REMOVAL OVER 4 INCHES TO 6 INCHES DIAMETER BREAST HEIGHT - STUMPS GRUBBED <i>One thousand six hundred dollars</i> EACH	1,600	00	9,600	00
619.01	1	BASIC WORK ZONE TRAFFIC CONTROL <i>Six hundred fifty thousand dollars</i> LUMP SUM	650,000	00	650,000	00
619.04	20	TYPE III CONSTRUCTION BARRICADE <i>Fifty-five dollars</i> EACH	55	00	1,100	00
619.080102	1426	REMOVE PAVEMENT MARKING STRIPES, EPOXY PAINT <i>Two dollars</i> PER LINEAR FOOT	2	00	2,852	00

Dept. of Env. Mngmt. Engr.
3002/16A1

North Middletown Road
CARRY FORWARD

P.I.N. 8780.54
NORTH MIDDLETOWN ROAD PEDESTRIAN LINK

BROUGHT FORWARD

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
619.080202	18	REMOVE PAVEMENT MARKING LETTERS OR SYMBOLS, EPOXY PAINT <i>Ninety dollars</i> EACH	90	00	1,620	00
619.080106	281	REMOVE PAVEMENT MARKING STRIPES - PERMANENT PAVEMENT TAPE <i>Four dollars</i> PER LINEAR FOOT	4	00	1,124	00
619.0803	43	COVER EXISTING PAVEMENT MARKING STRIPES (REMOVABLE TAPE) <i>Ten dollars</i> PER LINEAR FOOT	10	00	430	00
619.0804	12	COVER EXISTING PAVEMENT MARKING LETTERS OR SYMBOLS (REMOVABLE TAPE) <i>One hundred sixty dollars</i> EACH	160	00	1,920	00
619.100104	6488	INTERIM PAVEMENT MARKINGS, STRIPES (REMOVABLE WETREFLECTIVE TAPE) <i>Three dollars</i> PER LINEAR FOOT	3	00	19,464	00

P.I.N. 8780.54
NORTH MIDDLETOWN ROAD PEDESTRIAN LINK

BROUGHT FORWARD _____

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
619.100204	3	INTERIM PAVEMENT MARKINGS, SYMBOLS (REMOVABLE WETREFLECTABLE TAPE) <i>Five hundred dollars</i> EACH	500	00	1,500	00
619.1612	4	MAINTAIN TRAFFIC SIGNAL EQUIPMENT (REQUIREMENT B) <i>One thousand four hundred dollars</i> PER INTERSECTION MONTH	1,400	00	5,600	00
621.03	525	CLEANING CLOSED DRAINAGE SYSTEMS <i>Forty dollars</i> PER LINEAR FOOT	40	00	21,000	00
621.04	28	CLEANING DRAINAGE STRUCTURES <i>Eight hundred thirty-five dollars</i> EACH	835	00	23,380	00
623.12000008	4	CRUSHED STONE (IN PLACE MEASURE) MODIFIED <i>Three hundred dollars</i> PER CUBIC YARD	300	00	1,200	00

Dept. of Env. Mngmt. Engr.
3002/18A1

North Middletown Road
CARRY FORWARD _____

P.I.N. 8780.54
NORTH MIDDLETOWN ROAD PEDESTRIAN LINK

BROUGHT FORWARD _____

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
625.01	1	SURVEY OPERATIONS <i>Two hundred fifteen thousand dollars</i>	215,000	00	215,000	00
		LUMP SUM				
627.50140008	8338	CUTTING PAVEMENT <i>Two dollars</i>	2	00	16,676	00
		PER LINEAR FOOT				
637.12	8	ENGINEER'S FIELD OFFICE - TYPE 2 <i>Eight thousand dollars</i>	8,000	00	64,000	00
		PER CALENDAR MONTH				
637.34	5000	OFFICE TECHNOLOGY AND SUPPLIES <i>One and 00/100</i>				
		DOLLARS AND CENTS	1	00	5000	00
637.36	100	CONSTRUCTION TESTING SUPPLIES - CONSUMABLES <i>One and 00/100</i>				
		DOLLARS AND CENTS	1	00	100	00

P.I.N. 8780.54
NORTH MIDDLETOWN ROAD PEDESTRIAN LINK

BROUGHT FORWARD _____

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
645.5101	9	GROUND-MOUNTED SIGN PANELS WITHOUT Z-BARS <u>Seventy dollars</u> PER SQUARE FOOT	70	00	630	00
645.5102	4	GROUND-MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 30 SF, WITH Z-BARS <u>Eighty dollars</u> PER SQUARE FOOT	80	00	320	00
645.5202	224	GROUND-MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 30 SF, WITH Z-BARS, HIGH-VISIBILITY SHEETING <u>Sixty dollars</u> PER SQUARE FOOT	60	00	13,440	00
645.61	23	OVERHEAD SIGN PANELS <u>Two hundred dollars</u> PER SQUARE FOOT	200	00	4,600	00
645.81	55	TYPE A SIGN POSTS <u>One hundred eighty dollars</u> EACH	180	00	9,900	00

Dept. of Env. Mngmt. Engr.
3002/20A1

North Middletown Road

CARRY FORWARD _____

P.I.N. 8780.54
NORTH MIDDLETOWN ROAD PEDESTRIAN LINK

BROUGHT FORWARD

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
645.81020003	19	RETROREFLECTIVE SIGN POST STRIP <i>One hundred ten dollars</i> EACH	110	00	2,090	00
647.18010108	1	RELOCATE COMMERCIAL SIGN <i>Six thousand dollars</i> EACH	6,000	00	6,000	00
647.18010208	1	RELOCATE COMMERCIAL SIGN <i>Six thousand dollars</i> EACH	6,000	00	6,000	00
647.31	34	RELOCATE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I (UNDER 30 SQUARE FEET) <i>Three hundred dollars</i> EACH	300	00	10,200	00
647.61	23	REM AND DISPOSE GROUND MOUNTED TYPE A SIGN SUPPORT(S), FDN SAND ANY ATTACHED SIGNS - SIZE I (UNDER 30 SQUARE FEET) <i>Two hundred five dollars</i> EACH	205	00	4,715	00

**P.I.N. 8780.54
NORTH MIDDLETOWN ROAD PEDESTRIAN LINK**

BROUGHT FORWARD _____

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
655.05010010	7	RESETTING EXISTING SANITARY SEWER MANHOLE CASTINGS <i>One thousand two hundred dollars</i> _____ _____ EACH	1,200	00	8,400	00
655.0706	10	CAST FRAME F3, UNMOUNTABLE CURB BOX CU3 & RETICULINEGRATE G3 <i>One thousand seven hundred dollars</i> _____ _____ EACH	1,700	00	17,000	00
655.1122	2	WELDED FRAME AND RETICULINE GRATE 22 <i>Two thousand nine hundred dollars</i> _____ _____ EACH	2,900	00	5,800	00
655.1201	2	MANHOLE FRAME AND GRATE <i>Two thousand six hundred dollars</i> _____ _____ EACH	2,600	00	5,200	00
662.60030008	1	ALTERING ELEVATION OF GAS VALVE BOXES <i>Two thousand eight hundred dollars</i> _____ _____ EACH	2,800	00	2,800	00

P.I.N. 8780.54

NORTH MIDDLETOWN ROAD PEDESTRIAN LINK

BROUGHT FORWARD 3,982,279

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
662.60510008	3	ADJUST MANHOLE TO GRADE (TELEPHONE) <u>one thousand nine hundred fifty</u> EACH	1950	00	5850	00
663.33	1	ADJUST EXISTING VALVE BOX ELEVATION <u>One thousand five hundred fifty</u> EACH	1550	00	1550	00
670.14480010	1	RESETTING ELECTRIC PULLBOX COVERS AND FRAMES <u>one thousand seven hundred</u> EACH	1700	00	1700	00
680.5001	24	POLE EXCAVATION AND CONCRETE FOUNDATION <u>three thousand</u> PER CUBIC YARD	3000	00	72000	00
680.510501	8	PULLBOX-RECTANGULAR, 26 X 18 INCH, REINFORCED CONCRETE <u>two thousand</u> EACH	2000	00	16000	00

P.I.N. 8780.54

NORTH MIDDLETOWN ROAD PEDESTRIAN LINK

BROUGHT FORWARD 4,079,379

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
680.520106	343	CONDUIT, METAL STEEL, ZINC COATED, 2" <i>twip five</i> PER LINEAR FOOT	23	00	8575	00
680.520108	113	CONDUIT, METAL STEEL, ZINC COATED, 3" <i>long five</i> PER LINEAR FOOT	45	00	5085	00
680.520110	2	CONDUIT, METAL STEEL, ZINC COATED, 4" <i>one barrel five</i> PER LINEAR FOOT	150	00	300	00
680.621950	1	TRAFFIC SIGNAL POLE, MAST ARM, 19 FEET MOUNTING HEIGHT, 50 FEET ARM LENGTH <i>twip three</i> EACH	20000	00	20000	00
680.631940	1	TRAFFIC SIGN. POLE-DUAL MAST ARM 19 FEET MOUNTING HEIGHT 40 FEET ARM LENGTH <i>seventeen, three five hd</i> EACH	17500	00	17500	00

Dept. of Env. Mngmt. Engr.
3002/24A1North Middletown Road
CARRY FORWARD 4,130,839.

P.I.N. 8780.54
NORTH MIDDLETOWN ROAD PEDESTRIAN LINK

BROUGHT FORWARD 4,130,839.⁰⁰

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
680.730514	2072	SIGNAL CABLE 5 CONDUCTORS, 14 AWG <i>seven</i> PER LINEAR FOOT	7	00	14504	00
680.79010008	1	REMOVE TRAFFIC SIGNAL EQUIPMENT <i>fast haul</i> LUMP SUM	20000	00	20000	00
680.80310008	2	FURNISH AND INSTALL MICROCOMPUTER (MODEL 2070) COMPLETE WITH STRETCH-TYPE CABINET <i>fast haul</i> EACH	20000	00	20000	00
680.810101	14	TRAFFIC SIGNAL MODULE - 12 INCH, RED BALL, LED <i>two wheel stop</i> EACH	230	00	3220	00
680.810103	14	TRAFFIC SIGNAL MODULE - 12 INCH, YELLOW BALL, LED <i>two wheel stop</i> EACH	230	00	3220	00

P.I.N. 8780.54

NORTH MIDDLETOWN ROAD PEDESTRIAN LINK

BROUGHT FORWARD 4,191,783

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
680.810104	3	TRAFFIC SIGNAL MODULE - 12 INCH, YELLOW ARROW, LED <i>three sided sign for</i> EACH	375	00	1125	00
680.810105	14	TRAFFIC SIGNAL MODULE - 12 INCH, GREEN BALL, LED <i>two sided sign</i> EACH	230	00	3220	00
680.810106	3	TRAFFIC SIGNAL MODULE - 12 INCH GREEN ARROW, LED <i>three sided sign for</i> EACH	375	00	1125	00
680.810107	48	TRAFFIC SIGNAL SECTION - TYPE I, 12 INCH <i>four sided</i> EACH	400	00	19200	00
680.8111	4	TRAFFIC SIGNAL BRACKET ASSEMBLY - 1 WAY <i>nine sided sign</i> EACH	915	00	3660	00

Dept. of Env. Mngmt. Engr.
3002/26A1

North Middletown Road
CARRY FORWARD 4220113.00

**P.I.N. 8780.54
NORTH MIDDLETOWN ROAD PEDESTRIAN LINK**

BROUGHT FORWARD 4,220,113

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
680.81230008	2	TRAFFIC SIGNAL BRACKET ASSEMBLY-1 WAY MAST ARM MOUNT (CABLETYPE) <i>one third</i> EACH	12000	00	2000	00
680.81240008	4	TRAFFIC SIGNAL BRACKET ASSEMBLY-2 WAY MAST ARM MOUNT (CABLETYPE) <i>one third one side</i> EACH	1100	00	2200	00
680.81310109	11	ACCESSIBLE PEDESTRIAN SIGNAL (APS) WITH POLE <i>three third</i> EACH	3000	00	33000	00
680.81310209	3	ACCESSIBLE PEDESTRIAN SIGNAL (APS) WITHOUT POLE <i>two third</i> EACH	2000	00	6,000	00
680.813103	28	PEDESTRIAN SIGNAL SECTION - TYPE I, 12 INCH <i>50¢ added sign for</i> EACH	575	00	16100	00

P.I.N. 8780.54

NORTH MIDDLETOWN ROAD PEDESTRIAN LINK

BROUGHT FORWARD 4279413

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
680.813105	14	PEDESTRIAN SIGNAL MODULE - 12 INCH BI-MODAL, HAND/MAN SYMBOLS LED <i>one hole sig</i> EACH	550	00	7700	00
680.8141	14	PEDESTRIAN SIGNAL BRACKET MOUNT ASSEMBLY <i>one hole sig</i> EACH	550	00	7700	00
680.81500010	14	PEDESTRIAN COUNT-DOWN TIMER MODULE <i>one hole sig</i> EACH	550	00	7700	00
680.81980010	14	TRAFFIC SIGNAL BACKPLATES WITH YELLOW REFLECTIVE TAPE <i>one hole sig</i> EACH	420	00	5880	00
680.8205	1	OVERHEAD SIGN ASSEMBLY, TYPE E <i>one stud one hole</i> EACH	1500	00	1500	00

Dept. of Env. Mngmt. Engr.
3002/28A1North Middletown Road
CARRY FORWARD 4309893

**P.I.N. 8780.54
NORTH MIDDLETOWN ROAD PEDESTRIAN LINK**

BROUGHT FORWARD 4,309,893

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
680.8206	2	OVERHEAD SIGN ASSEMBLY, TYPE F <i>one thousand three hundred</i> EACH	1300	00	2600	00
680.82201908	11	BREAKAWAY TRANSFORMER BASE (TRAFFIC) <i>one thousand</i> EACH	1000	00	11000	00
680.82254310	10	RECTANGULAR RAPID FLASHING BEACON (RRFB) ASSEMBLY - FOUR BEACONS, SOLAR POWERED <i>fifteen thousand</i> EACH	15000	00	150,000	00
680.94000008	2	TRAFFIC SIGNAL SERVICE ENTRANCE <i>two thousand</i> EACH	4000	00	4000	00
680.94990008	2	VIDEO VEHICLE PRESENCE DETECTOR SYSTEM <i>thirty five thousand</i> EACH	35000	00	70,000	00

**P.I.N. 8780.54
NORTH MIDDLETOWN ROAD PEDESTRIAN LINK**

BROUGHT FORWARD 454,743

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
680.94997008	2	FURNISH AND INSTALL ELECTRICAL DISCONNECT GENERATOR TRANSFER SWITCH <i>two each</i> EACH	2000	00	4000	00
680.95020615	276	SERVICE CABLE 2 CONDUCTOR NO. 06 AWG <i>nine</i> PER LINEAR FOOT	9	00	2484	00
685.01	11964	WHITE EPOXY REFLECTORIZED PAVEMENT STRIPES - 15 MILS <i>one</i> PER LINEAR FOOT	1	00	11964	00
685.02	10114	YELLOW EPOXY REFLECTORIZED PAVEMENT STRIPES-15 MILS <i>one</i> PER LINEAR FOOT	1	00	10114	00
685.03	20	WHITE EPOXY REFLECTORIZED PAVEMENT LETTERS - 15 MILS <i>one sided thru</i> EACH	130	00	2600	00

Dept. of Env. Mngmt. Engr.
3002/30A1

North Middletown Road
CARRY FORWARD 4578655

**P.I.N. 8780.54
NORTH MIDDLETOWN ROAD PEDESTRIAN LINK**

BROUGHT FORWARD 4608255

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
685.04	13	WHITE EPOXY REFLECTORIZED PAVEMENT SYMBOLS - 15 MILS <i>four sided bit</i> EACH	450	00	5850	00
697.03	118000	FIELD CHANGE PAYMENT One and 00/100 DOLLARS AND CENTS	1	00	118000	00
699.040001	1	MOBILIZATION <i>one sided ring</i> LUMP SUM	190,000	00		
TOTAL OR GROSS SUM WRITTEN IN WORDS:			<u>\$ 4,915,135.00</u>			



**Department of
Transportation**

ANDREW M. CUOMO
Governor

LANCE MacMILLAN, P.E.
Regional Director

January 7, 2020

Mr. James Dean, Superintendent
Town of Orangetown Highway Department
119 Route 303
Orangeburg, NY 10962

RECEIVED

JAN 08 2020

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

Dear Mr. Dean:

Attached are four (4) copies of Amendment B to change the estimated expenditures for the 2018-2019 Municipal Snow & Ice Agreement. The Town must issue a signed and sealed Resolution authorizing a Town Official to enter into the Agreement. Make sure the resolution specifically refers to the 2018-2019 season.

Please return the following for further processing by our Department:

- Four (4) Agreements with original signatures, and notary seal on each. (attached)
- Four (4) Resolutions with original signatures, and Municipal Seal on each.

Very truly yours,

Stephen DeMassio, PE
Acting Resident Engineer

New York State Department of Transportation, Region 8
Residency 8-6 Rockland County;
275 Ridge Road New City, NY 10956
(845) 634-4661

AMENDMENT B

Contract #	Municipality		Region #
D009818	TOWN OF ORANGETOWN/Rockland County		8
Beginning Date of Extension Period	7/1/2016	Ending Date of Extension Period	6/30/2019

**AMENDMENT TO CHANGE THE ESTIMATED EXPENDITURE
FOR SNOW & ICE AGREEMENT**

Due to the severity of the winter during 2018/19 the MUNICIPALITY requests that the Municipal Snow and Ice Agreement estimated expenditure be revised to reflect the additional lane miles of state roads that were plowed/treated during the winter season. All the terms and conditions of the original contract extension remain in effect except as follows:

ADDITIONAL S&I OPERATIONS						
J-Mile Base	18/19 JMiles	S&I LM Base	18/19 LM	Pay Factor ¹ *	Original Estimated Expenditure	Index Adjustment ²
45,116	49,233	329	355	1.011	\$229,019.82	\$2,519.22
Pay Factor ¹ = (18/19 J-Miles/(18/19 LM))/(J-Mile Base/S&I LM Base)						
Index Adjustment ² = (Original Estimated Expenditure * Pay Factor ¹) - Original Estimated Expenditure						
TOTAL REVISED ESTIMATED EXPENDITURE						
Original Estimated Expenditure		Index Adjustment ²		Rev. Est. Expenditure ³		
\$229,019.82		\$2,519.22		\$231,539.04		
Revised Estimated Expenditure ³ = Original Estimated Expenditure + Index Adjustment ²						

IN WITNESS WHEREOF, this agreement has been executed by the State, acting by and through the duly authorized representative of the COMMISSIONER OF TRANSPORTATION and the MUNICIPALITY, which has caused this Agreement to be executed by its duly authorized officer on the date and year first written in the original contract extension.

Agency Certification Contract No. D009818

“In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.”

THE PEOPLE OF THE STATE OF NEW YORK

MUNICIPALITY

BY _____
For Commissioner of Transportation

BY _____

ATTORNEY GENERAL'S SIGNATURE

NYS COMPTROLLER'S SIGNATURE

Dated _____

Dated _____

STATE OF NEW YORK)

) SS:
)

COUNTY OF Rockland

On the _____ day of _____ in the year _____ before me personally came _____ to me known who, being by me duly sworn, did depose and say that (s)he resides in _____, New York; that (s)he is the _____ of _____ the municipality described in and which executed the above instrument; that (s)he executed said instrument by order of the Governing Body of said municipality pursuant to a resolution which was duly adopted on _____; a certified copy of such resolution attached hereto and made a part hereof.

Notary Public

AMENDMENT B

Contract #	Municipality		Region #
D009818	TOWN OF ORANGETOWN/Rockland County		8
Beginning Date of Extension Period	7/1/2016	Ending Date of Extension Period	6/30/2019

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FOR SNOW & ICE AGREEMENT**

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MUNICIPALITY

BY _____
For Commissioner of Transportation

BY _____

ATTORNEY GENERAL’S SIGNATURE

NYS COMPTROLLER’S SIGNATURE

Dated _____

Dated _____

STATE OF NEW YORK)

) SS:

COUNTY OF Rockland)

On the _____ day of _____ in the year _____ before me personally came _____ to me known who, being by me duly sworn, did depose and say that (s)he resides in _____, New York; that (s)he is the _____ of _____ the municipality described in and which executed the above instrument; that (s)he executed said instrument by order of the Governing Body of said municipality pursuant to a resolution which was duly adopted on _____, _____; a certified copy of such resolution attached hereto and made a part hereof.

Notary Public

AMENDMENT B

Contract #	Municipality		Region #
D009818	TOWN OF ORANGETOWN/Rockland County		8
Beginning Date of Extension Period	7/1/2016	Ending Date of Extension Period	6/30/2019

AMENDMENT TO CHANGE THE ESTIMATED EXPENDITURE FOR SNOW & ICE AGREEMENT

Due to the severity of the winter during 2018/19 the MUNICIPALITY requests that the Municipal Snow and Ice Agreement estimated expenditure be revised to reflect the additional lane miles of state roads that were plowed/treated during the winter season. All the terms and conditions of the original contract extension remain in effect except as follows:

ADDITIONAL S&I OPERATIONS						
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Pay Factor ¹ = (18/19 J-Miles/(18/19 LM))/(J-Mile Base/S&I LM Base)						
Index Adjustment ² = (Original Estimated Expenditure * Pay Factor ¹) – Original Estimated Expenditure						
TOTAL REVISED ESTIMATED EXPENDITURE						
Original Estimated Expenditure			Index Adjustment ²		Rev. Est. Expenditure ³	
\$229,019.82			\$2,519.22		\$231,539.04	
Revised Estimated Expenditure ³ = Original Estimated Expenditure + Index Adjustment ²						

IN WITNESS WHEREOF, this agreement has been executed by the State, acting by and through the duly authorized representative of the COMMISSIONER OF TRANSPORTATION and the MUNICIPALITY, which has caused this Agreement to be executed by its duly authorized officer on the date and year first written in the original contract extension.

Agency Certification Contract No. D009818

“In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.”

THE PEOPLE OF THE STATE OF NEW YORK

MUNICIPALITY

BY _____
For Commissioner of Transportation

BY _____

ATTORNEY GENERAL’S SIGNATURE

NYS COMPTROLLER’S SIGNATURE

Dated _____

Dated _____

STATE OF NEW YORK)

) SS:

COUNTY OF Rockland)

On the _____ day of _____ in the year _____ before me personally came _____ to me known who, being by me duly sworn, did depose and say that (s)he resides in _____, New York; that (s)he is the _____ of _____ the municipality described in and which executed the above instrument; that (s)he executed said instrument by order of the Governing Body of said municipality pursuant to a resolution which was duly adopted on _____, _____; a certified copy of such resolution attached hereto and made a part hereof.

Notary Public

AMENDMENT B

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D009818	TOWN OF ORANGETOWN/Rockland County		8
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FOR SNOW & ICE AGREEMENT**

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Original Estimated Expenditure		Index Adjustment ²		Rev. Est. Expenditure ³		
\$229,019.82		\$2,519.22		\$231,539.04		
Revised Estimated Expenditure ³ = Original Estimated Expenditure + Index Adjustment ²						

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Agency Certification Contract No. D009818

“In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.”

THE PEOPLE OF THE STATE OF NEW YORK

MUNICIPALITY

BY _____
For Commissioner of Transportation

BY _____

ATTORNEY GENERAL’S SIGNATURE

NYS COMPTROLLER’S SIGNATURE

Dated _____

Dated _____

STATE OF NEW YORK)

) SS:

COUNTY OF Rockland)

On the _____ day of _____ in the year _____ before me personally came

_____ to me known who, being by me duly sworn, did depose and say that (s)he

resides in _____, New York; that (s)he is the _____

of _____ the municipality described in and which executed the above

instrument; that (s)he executed said instrument by order of the Governing Body of said municipality pursuant to a

resolution which was duly adopted on _____, _____; a certified copy of such

resolution attached hereto and made a part hereof.

Notary Public

BID ITEM		Orangetown Police Department Uniforms				SHEET 1 OF 2	
BID OPENING TIME		11:00AM		DATE		November 21, 2019	
CONTRACTOR NAME & ADDRESS		<i>D+E Uniforms Closter, NJ</i>					
DATE RECEIVED	11/15/19						X
TIME RECEIVED	10:08AM						
NON COLLUSION STATEMENT	✓						
BID BOND or CERTIFIED CHECK	N/A						
Caps, Regular Members							
PRICE	\$ 47.00	\$	\$	\$	\$		X
Caps, Auxiliary Members							
PRICE	\$ 39.00	\$	\$	\$	\$		X
Winter Shirt, Regular Members (Polyester / Cotton)							
PRICE	\$ 43.00	\$	\$	\$	\$		X
Winter Shirt, Regular Members (Polyester / Rayon)							
PRICE	\$ 54.00	\$	\$	\$	\$		X
Summer Shirt, Regular Members (Polyester / Cotton)							
PRICE	\$ 39.00	\$	\$	\$	\$		X
Summer Shirt, Auxiliary Members (Polyester / Rayon)							
PRICE	\$ 49.00	\$	\$	\$	\$		X
Winter Shirt, Auxiliary Members (Polyester / Rayon)							
PRICE	\$ 53.00	\$	\$	\$	\$		X
Summer/Winter, Trousers, Regular Members (4 Pocket)							
PRICE	\$ 70.00	\$	\$	\$	\$		X
Summer / Winter Trousers, Regular Members (side pocket)							
PRICE	\$ 70.00	\$	\$	\$	\$		X
Summer / Winter Trousers, Auxiliary (4 Pocket)							
PRICE	\$ 70.00	\$	\$	\$	\$		X
Raincoats, Regular Members							
PRICE	\$ 148.00	\$	\$	\$	\$		X
Blazers, Regular Members: Tropical							
PRICE	\$ 58.00	\$	\$	\$	\$		X
Trousers, Civilian Style, Regular Members							
PRICE	\$ 33.00	\$	\$	\$	\$		X
Shirts, Civilian Style, Regular Members:							
Long Sleeve	\$ 18.00	\$	\$	\$	\$	X	
Short Sleeve	\$ 17.00	\$	\$	\$	\$		
Material -	\$ DAKOTON	\$	\$	\$	\$	X	
Snap-on Ties, All Members							
PRICE	\$ 5.00	\$	\$	\$	\$	X	

BID ITEM		Orangetown Police Department Uniforms				SHEET 2 OF 2	
BID OPENING TIME		11:00AM		DATE		November 21, 2019	
CONTRACTOR NAME & ADDRESS		/ / / / / / / /					
DATE RECEIVED							X
TIME RECEIVED							
NON COLLUSION STATEMENT							
BID BOND or CERTIFIED CHECK							
Multi-Purpose Cruiser with Gore -Tex Fabric: (Blauer GTX 9010Z							
PRICE	\$ 265.00	\$	\$	\$	\$		X
Blauer Commando Sweater #225 V Neck Dark Navy							
PRICE	\$ 109.00	\$	\$	\$	\$		X
Turtleneck with OPD embroided on Collar (Dark Navy) - 6.5 oz. Cotton / Spandex							
PRICE	\$ 36.00	\$	\$	\$	\$		X
Mock Turtle Neck with OPD embroided on Collar (Dark Navy) - 10-10.5 oz. Cotton / Spandex							
PRICE	\$ 35.00	\$	\$	\$	\$		X
Bates Shoes - Model 83 Lite							
PRICE	\$ 135.00	\$	\$	\$	\$		X
Add Charge for visor on Chief hat							
PRICE	\$ 40.00	\$	\$	\$	\$		X
Rain jacket-Blauer 733 - Black / Yellow							
PRICE	\$ 148.00	\$	\$	\$	\$		X
Sweater -upgrade to Blauer #225							
PRICE	\$ 109.00	\$	\$	\$	\$		X
Add Boot 5.11 ATAC Storm - #12004							
PRICE	\$ 139.00	\$	\$	\$	\$		X
Add Boot 5.11 ATAC 6" Storm - #12002							
PRICE	\$ 98.00	\$	\$	\$	\$		X
Winter Jacket #99102							
PRICE	\$ 265.00	\$	\$	\$	\$		X
							X
							X
							X
							X
							X
							X

12/14/2019

Untitled Message

Nicholas S. Whalen

Sent: Friday, December 13, 2019 6:49 PM

To: David Mellin

Cc: James E. Acheson

Lt Mellin:

PO Heim has requested to attend the Annual Hostage Negotiation Seminar in Maryland. The conference is from Tue Feb 11-Wed Feb 12. There are 7 conference topics, to include after actions and debriefs of critical incidents such as terrorist incident, a domestic custody dispute leading to a negotiation, murder of a Police Officer leading to a barricade, etc. This will be a good opportunity for PO Heim to share and gain knowledge along with other crisis negotiators throughout the world.

As expense is always an issue, I'd like to note that this trip will be at no anticipated cost to the Department. PO Heim has been in contact with counterparts from the Rockland County Sheriff's Department, who will be covering the cost of attendance and hotels. Furthermore, he will be able to catch a ride with one of their Officers. He would travel down on Monday Feb 10, and come back Wed Feb 12. He is scheduled to work all three of those days, and this would not cause any staffing overtime.

Considering the cost effectiveness and learning points, I highly recommend PO Heim to attend this training. Please let me know if you have any questions.

Sergeant Nicholas Whalen #212

BID ITEM Dry Cleaning, Laundering, Minor Sewing **SHEET** 1 OF 2
 and Repairs of Orangetown Police Department Uniforms

BID OPENING TIME 11:00AM **DATE** November 21, 2019

CONTRACTOR NAME & ADDRESS	<i>Washing Booth Pearl River, NY</i>					
DATE RECEIVED	<i>11/19/19</i>					X
TIME RECEIVED	<i>10:52AM</i>					
NON COLLUSION STATEMENT	✓					
BID-BOND or CERTIFIED CHECK	<i>N/A</i>					

Pants, Dry Clean - Approximate Amount Per Year 100

2020 Unit Price	\$ <i>3.99</i>	\$	\$	\$	\$	X
2021 Unit Price	\$ <i>3.95</i>	\$	\$	\$	\$	

Shirts, Dry Clean - Approximate Amount Per Year 100

2020 Unit Price	\$ <i>3.99</i>	\$	\$	\$	\$	X
2021 Unit Price	\$ <i>3.99</i>	\$	\$	\$	\$	

Pants, Launder - Approximate Amount Per Year 4,500

2020 Unit Price	\$ <i>3.00</i>	\$	\$	\$	\$	X
2021 Unit Price	\$ <i>3.00</i>	\$	\$	\$	\$	

Shirts, Launder - Approximate Amount Per Year 6,000

2020 Unit Price	\$ <i>2.00</i>	\$	\$	\$	\$	X
2021 Unit Price	\$ <i>2.00</i>	\$	\$	\$	\$	

Blazers, Dry Clean - Approximate Amount Per Year 20

2020 Unit Price	\$ <i>8.00</i>	\$	\$	\$	\$	X
2021 Unit Price	\$ <i>8.00</i>	\$	\$	\$	\$	

Tow-Piece Suits - Approximate Amount Per Year 100

2020 Unit Price	\$ <i>11.00</i>	\$	\$	\$	\$	X
2021 Unit Price	\$ <i>11.00</i>	\$	\$	\$	\$	

Ike Jackets, Dry Clean - Approximate Amount Per Year 10

2020 Unit Price	\$ <i>6.00</i>	\$	\$	\$	\$	X
2021 Unit Price	\$ <i>6.00</i>	\$	\$	\$	\$	

Overcoats, Dry Clean - Approximate Amount Per Year 25

2020 Unit Price	\$ <i>11.00</i>	\$	\$	\$	\$	X
2021 Unit Price	\$ <i>11.00</i>	\$	\$	\$	\$	

Winter Jackets, Dry Clean - Approximate Amount Per Year 100

2020 Unit Price	\$ <i>12.00</i>	\$	\$	\$	\$	X
2021 Unit Price	\$ <i>12.00</i>	\$	\$	\$	\$	

Bulletproof Vest Liners, Launder - Approximate Amount Per Year 10

2020 Unit Price	\$ <i>3.00</i>	\$	\$	\$	\$	X
2021 Unit Price	\$ <i>3.00</i>	\$	\$	\$	\$	

Blankets, Dry Clean - Approximate Amount Per Year 25

2020 Unit Price	\$ <i>5.00</i>	\$	\$	\$	\$	X
2021 Unit Price	\$ <i>5.00</i>	\$	\$	\$	\$	

BID ITEM Dry Cleaning, Laundering, Minor Sewing **SHEET** 2 OF 2
 and Repairs of Orangetown Police Department Uniforms

BID OPENING TIME 11:00AM **DATE** November 21, 2019

CONTRACTOR NAME & ADDRESS
 Washing Board
 1991 River, NY

DATE RECEIVED						X
TIME RECEIVED						
NON COLLUSION STATEMENT						
BID BOND or CERTIFIED CHECK						

Civilian Trousers - Approximate Amount Per Year 125

2020 Unit Price	\$ 3.00	\$	\$	\$	\$	X
2021 Unit Price	\$ 3.00	\$	\$	\$	\$	

Raincoats, Clean, Waterproof - Approximate Amount Per Year 25

2020 Unit Price	\$ 3.00	\$	\$	\$	\$	X
2021 Unit Price	\$ 3.00	\$	\$	\$	\$	

Wool Sweaters, Dryclean - Approximate Amount Per Year 125

2020 Unit Price	\$ 4.50	\$	\$	\$	\$	X
2021 Unit Price	\$ 4.50	\$	\$	\$	\$	

Jumpsuits, Launder - Approximate Amount Per Year 25

2020 Unit Price	\$ 2.80	\$	\$	\$	\$	X
2021 Unit Price	\$ 2.80	\$	\$	\$	\$	

Sew Jackets - Approximate Amount Per Year 25

2020 Unit Price	\$ 5-8.00	\$	\$	\$	\$	X
2021 Unit Price	\$ 5-8.00	\$	\$	\$	\$	

Sew Shirts - Approximate Amount Per Year 25

2020 Unit Price	\$ 5-8.00	\$	\$	\$	\$	X
2021 Unit Price	\$ 5-8.00	\$	\$	\$	\$	

Sew Small Holes, Belt Loops, Etc. - Approximate Amount Per Year 75

2020 Unit Price	\$ 5-8.00	\$	\$	\$	\$	X
2021 Unit Price	\$ 5-8.00	\$	\$	\$	\$	

Sew Zipper - Approximate Amount Per Year 25

2020 Unit Price	\$ 5-8.00	\$	\$	\$	\$	X
2021 Unit Price	\$ 5-8.00	\$	\$	\$	\$	

Replace Zipper - Approximate Amount Per Year 15

2020 Unit Price	\$ 16.00	\$	\$	\$	\$	X
2021 Unit Price	\$ 18.00	\$	\$	\$	\$	

Sew Patches - Approximate Amount Per Year 50

2020 Unit Price	\$ 6.00	\$	\$	\$	\$	X
2021 Unit Price	\$ 6.00	\$	\$	\$	\$	

PICK UP						X
3x per week	\$10 per					

pick up

Received
1/6/2020



**OFFICE OF THE SUPERVISOR
TOWN OF RAMAPO**
237 Route 59
Suffern, New York 10901
(845) 357-5100 Fax: (845) 357-3877

MICHAEL B. SPECHT
Supervisor

Town Board:
Brendel Charles
Michael Rossman
David Wanounou
Yehuda Weissmandl

January 2, 2020

Supervisor Teresa Kenny
Town of Orangetown
26 Orangeburg Road
Orangeburg, New York 10962


RE: License Agreement for Use of the Town of Ramapo Police Firing Range

Dear Supervisor Kenny:

I am pleased to advise that, pursuant to Town Board Resolution No. 2019-650, I am authorized to enter into an agreement for use of the Town of Ramapo Police Firing Range for calendar year 2020.

Enclosed please find two duplicate original agreements. Kindly confirm your acceptance of this agreement by signing and returning both agreements together with an updated certificate of insurance naming the Town as an additional insured and indicating that the insurance is primary to the Town of Ramapo, to the Office of the Town Attorney, Attention: Beth Finkelstein, Assistant Town Attorney. A fully-executed agreement will be returned to you.

Very truly yours,


Michael B. Specht
Town Supervisor

MBS:jlc
Enclosure
cc: Sergeant Eichner

**LICENSE AGREEMENT
FOR USE OF THE RAMAPO POLICE RANGE FACILITY BY OUTSIDE AGENCIES**

This Agreement made as of the 1st day of January 2020 between the TOWN OF RAMAPO, a Municipal Corporation with principal offices at the Ramapo Town Hall, 237 Route, Suffern, New York 10901 hereinafter referred to as "TOWN" and

TOWN OF ORANGETOWN, a municipal corporation of the State of New York, with offices at 26 Orangeburg Road, Orangeburg, New York 10923, hereinafter referred to as "LICENSEE".

WITNESSETH:

1. DESCRIPTION AND LOCATION

The TOWN hereby grants the LICENSEE, and LICENSEE hereby accepts from the TOWN, a license to use the Town of Ramapo Police Range Facility located at the end of Bailer Road in the Town of Ramapo. Said use shall include and be limited to training officers in firearms knowledge and proficiency.

2. TERM

The term of this License Agreement shall be for one year from January 1, 2020 through December 31, 2020 and may be renewed on a yearly basis upon the same terms and conditions provided the same is mutually acceptable to both parties.

(a) The parties understand and agree that this is a License Agreement and not a lease, and is, therefore, revocable by the TOWN at will when, in the judgment of the TOWN Board, it is deemed that such termination is necessary either by operation of law or for any other public purpose, and the TOWN reserves the right to cancel this license on written notice to the LICENSEE whenever it desires in good faith to do so.

(b) This License Agreement is specifically conditioned upon the representation by the LICENSEE that such LICENSEE, trainers and trainees shall be familiar with and comply with the Town of Ramapo Police Range Facility Policy (GO-105) and as said policy may from time to time be amended. A copy of GO-105 is attached hereto and made a part hereof.

3. CONSIDERATION

(a) The LICENSEE, in consideration for this license, shall agree to provide the TOWN with insurance, pursuant to Paragraph 5 of this License Agreement, naming the TOWN as an additional insured, and shall indemnify and hold the TOWN harmless by reason of any claim against all suits or liability regardless of origin or nature arising out of LICENSEE'S use of the Town of Ramapo Police Range Facility. With respect to the insurance for which the TOWN is designated as an additional insured, the certificate must also indicate that the insurance is primary to the TOWN.

(b) Although there is no fee charged for the use of the Ramapo Police Range Facility in 2020, the TOWN will be adding improvements to the facility in order to comply with Federal and

State requirements. The TOWN anticipates charging a fee commencing in 2021.

4. COMPLIANCE WITH LAW

LICENSEE agrees to comply with all Federal, State and Local Laws and regulations and orders of the TOWN affecting the licensed premises in regard to all matters.

5. INSURANCE

The LICENSEE shall not use the Ramapo Police Range Facility under this license until it has obtained all insurance required under this paragraph and such insurance has been approved by the TOWN.

(a) Compensation Insurance - The LICENSEE shall take out and maintain during the life of this contract Workers' Compensation Insurance for its employees who use and/or are at the subject premises.

(b) General Liability and Property Damage Insurance - The LICENSEE shall take out and maintain during the life of this contract such general liability and property damage insurance as shall protect it from claims for damages for personal injury including accidental death and from claims for property damage which may arise from operations under this contract. The amounts of such insurance shall be as follows:

General Liability Insurance in a General Aggregate amount not less than \$5,000,000 and not less than \$5,000,000 on account of any one occurrence.

(c) INTENTIONALLY OMITTED.

(d) Defense of Action or Suits - Neither the TOWN nor any of its officers or agents shall in any manner be answerable or responsible for any loss or damages that may occur to the premises pursuant to the rights and obligations of the LICENSEE hereunder, or to any part or parts thereof, or to any materials, equipment or other property that may be used therein, or placed upon the ground, during the LICENSEE'S use of the premises. Neither the TOWN nor any of its officers or agents shall be in any manner answerable or responsible for any injury done, or damages or compensation required to be paid under any present or future law, to any person or persons whatever, whether employees of the LICENSEE or otherwise, or for damages to any property, whether belonging to the employees and/or agents of the LICENSEE or otherwise, or for damages to any property, whether belonging to the contractor or others, occurring during or resulting from the LICENSEE'S use of the premises. The LICENSEE shall properly guard against all injuries and damages. The LICENSEE shall indemnify and save harmless the TOWN, its officers and employees, and agents against all such injuries, damages and compensation arising or resulting from causes other than the TOWN'S negligence. The LICENSEE shall, throughout the term hereunder and any use of the premises that may occur at any time after the termination of this agreement, maintain General Liability Insurance in the amounts hereinbefore stated for the protection of the LICENSEE and the TOWN, and shall furnish duplicates of the policies to the TOWN, stamped by the insurer

"Premium Paid." These policies shall be written by an insurance company or companies approved by the TOWN.

(e) The LICENSEE shall furnish the TOWN with satisfactory proof of coverage of the insurance required.

Each policy and certificate shall have endorsed thereon:

"No cancellation of or change in the policy shall become effective until after 10 days notice by Certified Mail to the TOWN Attorney, TOWN OF RAMAPO, TOWN Hall, 237 Route 59, Suffern, New York 10901."

(f) If, at any time, any of the said policies shall be or become unsatisfactory to the TOWN as the form or substance, or if a Company issuing any such policies shall become unsatisfactory to the TOWN, and notification is given to LICENSEE in writing of same, LICENSEE shall promptly obtain a new policy, submit the same to the TOWN for approval, and submit a certificate thereof as hereinabove provided, Upon failure of LICENSEE to furnish, deliver and maintain such insurance as above provided, this license may, if such policy or policies are not secured within fifteen (15) days after written notice is given LICENSEE, at the election of the TOWN, be forthwith declared suspended, discontinued or terminated and any and all payments made by LICENSEE on account of this license shall thereupon be retained by the TOWN as liquidated damages. Failure of LICENSEE to purchase and/or maintain any required insurance shall not relieve LICENSEE from any liability under the license, nor shall the insurance requirements be construed to conflict with the obligations of LICENSEE concerning indemnification. All required insurance must remain in effect during the life of the license and any use of the premises after the expiration of the license. This paragraph shall survive the expiration of the term herein.

(g) The total amount of insurance coverage set forth in paragraph 25(a) herein may be increased by the TOWN during the term of this License or any extension term hereof if reasonably deemed in the best interest of the TOWN.

7. HOLD HARMLESS

The LICENSEE, in addition to any public liability insurance obtained under this Contract, agrees to save, indemnify and hold harmless the TOWN and all of its agents, officers, servants and employees, including any consultant of the TOWN, by reason of any claim against all suits or liability regardless of origin or nature arising out of the use of the facility by the LICENSEE, including all laborers, employees, agents, servants, and officers of the LICENSEE, whether by violation or statute, law, ordinance, regulation, order or decree or common law liability and whether or not a negligent act or omission is claimed and the LICENSEE agrees to pay the TOWN for defending such suit, all costs, expenses and reasonable attorney's fees incurred therein, or at the option of the TOWN, shall, at the LICENSEE'S own expense, defend any and all such actions.

8. LIABILITY TO THE TOWN

The TOWN shall not be liable for any damage to persons or properties at the Town of Ramapo Police Range Facility. The LICENSEE agrees that all personal property upon the demised premises shall be at the risk of the LICENSEE and that the TOWN shall not be liable for any damage thereto or loss or theft thereof.

9. MISCELLANEOUS PROVISIONS

(a) LICENSEE agrees to abide by all reasonable rules and regulations that the TOWN may, from time to time, make or adopt.

(b) The failure of the TOWN to insist upon the strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the LICENSEE may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, or covenants herein contained.

(c) If any term, covenant or condition of this license, or the application thereof to any person or circumstance shall to any extent be invalid or enforceable, the remainder of this license shall not be affected thereby and each remaining term, covenant and condition of this license shall be valid and remain in full force and effect.

10. MODIFICATION

This instrument contains all of the agreement and conditions made between the parties and may not be modified orally or in any other manner other than by an agreement in writing signed by all of the parties or their respective successors in interest.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed by their corporate officers and have caused their corporate seals to be affixed hereto.

DATE: _____

TOWN OF ORANGETOWN

By: _____

Print Name & Title

TOWN OF RAMAPO

By: _____

MICHAEL B. SPECHT
SUPERVISOR



Town of Ramapo Police Department
GENERAL ORDER

General Order No. 105 Issuance Date: May 26, 2005
Subject: Police Range Facility Policy
Cross Reference: GO 111 Effective Date: June 1, 2005
Accreditation Ref:
Distribution: All Members Rescinded Date:
Issuing Authority: Chief Peter Brower

Reevaluation						Amended						
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105.1 Purpose

It is the purpose of this order to provide guidelines for the use of the Town of Ramapo Police Range Facility.

105.2 Policy

The Town of Ramapo Police Department maintains a facility used for the purpose of training officers in firearms knowledge and proficiency. It is the policy of the Department that there shall be formal control over the use of the Police Range Facility.

105.3 Definitions

- A. **Police Range Facility:** The area located at the end of Bailer Road in the Town of Ramapo known as the "Range" and used for firearms training.
- B. **Licensee:** Any Department or Agency who has a valid Contract and Agreement executed and filed with the Town of Ramapo to use the Ramapo Police Range Facility.
- C. **Range Manager:** That person designated by the Chief of Police responsible for overseeing all aspects of the Ramapo Police Range Facility.
- D. **Firearms Instructor:** Any police officer who has completed a Federal Bureau of Investigation or New York State Firearms Instructor's Course, holds a valid certificate of completion, and has been assigned this duty by the Chief of Police.
- E. **Senior Firearms Instructor:** The Firearms Instructor charged with overseeing the Ramapo Police Range Facility in the absence of the Range Manager.
- F. **Range Officer:** Any police officer designated by the Range Manager to assist and work under the direction of a Firearms Instructor.

105.4 Procedures

- A. The Town of Ramapo Police Department may utilize the Ramapo Police Range Facility for any training or activity deemed safe and suitable.
 - 1. The Range Manager shall be consulted prior to authorization of range use so as not to cause safety issues or conflicts with scheduled training.
 - (a) In the absence of the Range Manager, a Firearms Instructor shall be consulted with.
 - 2. When firearms instruction is being conducted, there should be at least one Firearms Instructor or Range Officer present for every three trainees.
 - (a) This ratio may be altered by the Range Manager or Senior Firearms Instructor after carefully considering the experience level of trainers and trainees, and any other conditions which may affect the safe operation of the Ramapo Police Range.
- B. Designated parking shall be on the stone covered area within the gates of the Ramapo Police Range Facility. Vehicles are to be parked in plain view so that anyone entering the Police Range Facility can clearly see the vehicles and know that the Range is in use.
- C. Upon arrival, that person in command of the Range, shall assure that the Police Range is checked for safety hazards, damage, or any required maintenance to the Range or Equipment. If necessary, it shall be reported to the Range Manager or Senior Firearms Instructor. Officers are to use care in and around the Range Facility and Storage Trailer to avoid contact with animals which may find their way inside, including rattlesnakes.
- D. When the Range is active, the sign at the entrance gate shall be flipped to indicate that the Police Range is in use. It shall be flipped back upon completion.
- E. Rubbish shall be placed in proper receptacles.
- F. Additional procedures for Off-Duty Police Range Facility use.
 - 1. After obtaining permission from the Range Manager, individual officers may use the Ramapo Police Range for practice, at their own risk, and will not be considered on duty.
 - 2. When more than one officer is using the Ramapo Police Range, a Firearms Instructor or Range Officer should be present. The Range Manager will make a determination based upon the individual officer's knowledge and experience.
 - 3. The Range Manager may authorize an officer to be accompanied by a non-department member for safety purposes on an individual basis.

4. Prior to entering the Police Range and upon completion of its use, Desk Sergeant or on duty squad supervisor shall be notified.
 - a. If the range is already in use, the supervisor shall advise the officer of its active condition for safety purposes.
 - b. The supervisor shall assure that the Shift OIC is notified.
5. Officers utilizing the Police Range shall have a means of communicating with ECC Personnel such as a portable police radio or a working cellular telephone. The cellular phone number shall be provided to the ECC.

G. Safety.

1. Prior to any Firearms Training Session, a Safety Lecture shall be given, including but not limited to the following points:
 - a. All firearms are to be always considered loaded;
 - b. Firearms are to be holstered and secured at all times unless actively involved in a course of fire and have been given a command to unholster and/or fire by a Firearms Instructor or Range Officer;
 - c. Unless in use during training, all rifles and shotguns will be kept with the action open and the safety on;
 - d. Firearms will never be pointed at or in the direction of a person;
 - e. Firearms will never be pointed at anything you are not willing to damage or destroy;
 - f. Finger is to remain off the trigger until a decision has been made to shoot;
 - g. Shooters are to be aware of any hazards in the shooting environment and beyond prior to initiating any shots;
 - h. While on the line and involved in a training exercise, talking should be kept to a minimum so as not to interfere with range operations;
 - i. Anyone who sees, or simply believes that a safety hazard exists, shall immediately yell the word, "ABORT" loud enough for everyone to hear;
 - j. Upon hearing an "ABORT", everyone on the range shall immediately cease all shooting activity, safely holster and secure any handguns in their possession, and remain in their present position if not in danger. If rifles or shotguns are in use, the safety shall be applied, and the muzzle positioned vertically, above the head of the tallest person present at the range. They will then await further instructions from a Firearms Instructor or Range Officer;
 - k. Shooters shall not move from their line positions until instructed to do so by a Firearms Instructor or Range Officer;

- l. Shooters are not to bend over to pick up anything while on the line, including weapon magazines, until the line has been declared safe by a Firearms Instructor or Range Officer;
- m. Whenever shooting is taking place, all personnel on the range must wear ear protection, safety glasses, and a baseball style cap with a brim that covers the top of their safety glasses.

2. Distance Shooting

- a. Shooting at distances of greater than 75 yards shall only be conducted on Range #1 (also known as the "Main Range" consisting of the turning-target system).
- b. The Police Range Facility gate shall be closed and locked to exclude all unauthorized personnel from the Range Facility.
- c. One officer shall be posted as an observer to announce a cease fire or abort if anyone should enter the Range Facility.
- d. Extended shooting points shall remain within the width of Range #1. No shooting points shall originate to the left of target point #1, or to the right of target point #25. The purpose of this is to prohibit firing at angles across the range from a position that may not be clearly visible or expected.

H. Qualification with Off Duty Firearms.

- 1. Non-probationary Active members of the Ramapo Police Department may be certified to carry off duty firearms other than their service weapon by successfully completing a qualification course approved by the Range Manager.
- 2. Off duty weapon qualification courses shall be for firearms of .32 caliber or greater, and officers shall provide the Range Manager or Senior Firearms Instructor with the make, model, serial number, and caliber of the firearm used during the qualification course.
- 3. Retired members shall be permitted to complete a qualification course for off-duty weapons and upon successful completion, will be provided with a letter from the Range Manager or Senior Firearms Instructor indicating the date that they successfully completed the qualification course. The letter shall include make, model, serial number, and caliber of the firearm used for the qualification course. Their decision to possess a firearm shall be guided by any applicable laws or statutes. Records shall be maintained by the Range Manager.

105.5 Lines of Authority

When firearms are in use or to be used at the Ramapo Police Range Facility, the following personnel are in command of the Range:

- A. The Range Manager, followed by;
- B. the Senior Firearms Instructor, followed by;
- C. the highest ranking Firearms Instructor, followed by;
- D. the highest ranking officer present, followed by;
- E. the highest ranking Range Officer, followed by;
- F. the most senior officer.

105.6 Use of Ramapo Police Range by Outside Agencies

- A. Any outside agency wishing to utilize the Ramapo Police Range Facility, shall request such use in writing to the Chief of Police, and if approved, will be referred to the Ramapo Town Attorney's Office for contract.
- B. Licensees in contract with the Town of Ramapo may use the Ramapo Police Range Facility for Departmental Firearms Training ONLY.
- C. The contract is designed to accommodate the Licensee when no other Range Facility is available for their training. If another location is available to the Licensee, then the Ramapo Police Range Facility shall not be used. Other training, not directly related to firearms, shall be conducted off premises.
- D. Training must be performed under the direct supervision of a Firearms Instructor.
 - 1. Officers may remain at the Ramapo Police Range during a meal period provided that a Firearms Instructor is actually present at the facility.
- E. Only officers actually involved in the training activity and their supervisors, may be present at the Ramapo Police Range Facility.
- F. Under no circumstances shall anyone not covered under the Licensee's Agreement and/or Contract be present at the Range Facility.

- G. Licensees, Trainers, and Trainees shall be familiar with and comply with all provisions of this policy. Failure to comply with this policy will result in the immediate withdrawal of the Agreement and Contract.
1. If for any reason any part of this policy is in question or violation, the Licensee is subject to the direction of the Ramapo Police Officer in Charge (OIC), Range Manager, or Senior Firearms Instructor.
- H. Licensee's or their agent(s) shall provide a copy of the signed contract and schedule all training with the Ramapo Police Range Manager prior to the commencement of any training.
1. The Range Manager should ensure that the Licensee's request does not conflict with any other Range Facility use.
 2. The Range Manager shall assure that the working squad OIC is notified of the date, time, and length of training scheduled.
- I. Licensee shall designate one Firearms Instructor as being their Officer in Charge prior to any training.
1. Licensee's OIC shall be responsible to assure compliance with this policy.
 2. Licensee's OIC shall notify the Ramapo Police Desk Sergeant on arrival and departure from the Range Facility.
- J. Under No Circumstances shall any agency conduct any activity at the Ramapo Police Range Facility until the Agreement has been executed and filed with the Town of Ramapo Attorney's Office.
- K. Licensee is not authorized to create or possess copies of the Ramapo Police Range Facility access keys without authorization from the Chief of Police or his/her designee.
1. The Range Manager shall maintain records of agencies and individuals authorized to possess access keys to the Police Range Facility and has the authority to revoke those privileges at any time.
- L. Before Rifles are fired, Licensee shall assure that the "C-Shaped" target supports on the Action Target System are removed from the affected target positions. This is to avoid damage to the "C-arm" which is not designed to withstand rifle fire.

TOWN OF ORANGETOWN

REQUEST TO ATTEND CONFERENCE, MEETING, SEMINAR OR SCHOOL

(Complete and forward original to Finance Office. Retain copy for your records.)

REQUESTING DEPARTMENT: OBZPAE DATE: 1-10-2020

NAME(S) OF PERSON(S) TO ATTEND: JANE SLAVIN

CONFERENCE, ETC. – NAME & LOCATION: 2020 STORMWATER MANAGEMENT TRAINING SERIES

CORNELL COOPERATIVE EXTENSION ORANGE COUNTY, MIDDLETOWN, NY

CONFERENCE, ETC. DATE(S): 1-22-2020, 2-19-2020, 4-1-2020, 4-22-2020

WHAT DO YOU EXPECT TO GAIN FROM ATTENDANCE (ATTACH COPY OF BROCHURE):
UPDATE TO THE PROCEDURES, TECHNIQUES, EVALUATION AND REVIEWING OF

STORMWATER PLANS AND PRACTICES

DATE(S) LAST ATTENDED A SIMILAR CONFERENCE, ETC.: NA

ESTIMATED EXPENSES:

	Charge to:	Charge to:	
<u>Item</u>	<u>Schls & Confs</u>	<u>Travel Exp*</u>	<u>Total</u>
Registration Fee	\$ <u>300.00</u>	\$ <u>8,3620.441.17</u>	\$ <u>300.00</u>
Lodging	<u>NA</u>		
Meals	<u>4X\$50=\$200</u>	<u>\$.3620.480.17</u>	<u>200.00</u>
Travel	<u>TOWN VEH</u>		
Other			
Total	\$ <u>500.00</u>	\$ _____	\$ <u>500.00</u>

*Use if only travel expense involved

REMAINING BALANCE IN 0441 Account: \$ 3,700 (after this)
IF TRAVEL ONLY, REMAINING BALANCE IN 0480 Account: \$ ~~300.00~~ 300 (after this)

DEPARTMENT HEAD APPROVAL/SIGNATURE (if not an attendee): _____

FINANCE OFFICE VERIFICATION OF FUNDS AVAILABILITY: 0441-\$ 4000 0480-\$ 500 VB

TOWN BOARD ACTION: Approved _____ Disapproved _____ Date: _____ Res. No. _____

REASON FOR DISAPPROVAL: _____

TOWN SUPERVISOR'S SIGNATURE: _____

DISTRIBUTION BY TOWN CLERK:

Original to Head of Requesting Department:
Retain photocopy for file.

Date: _____