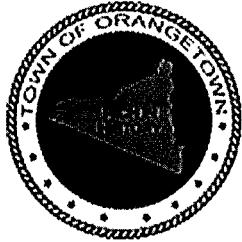


ORANGETOWN TOWN CLERK, ROSANNA SFRAGA
ROCKLAND COUNTY SOLID WASTE AUTHORITY
and PEOPLE TO PEOPLE will host
PAPER SHREDDING & NON-PERISHABLE
FOOD COLLECTION EVENT



Saturday, May 1st, 2021
8:00 a.m. – 12 noon

Shredding Service is FREE & SECURE

- Drive-thru (drive-up to the shredding truck and someone will unload your documents from your vehicle)
- Paper Clips and Staples are Acceptable
- NO Plastic Bags, Binders, or Large Binder Clips
- Please bring non-perishable food items for donation to "People to People" local food pantry



Let's shred hunger together!

Orangetown Town Hall - Parking Lot
26 Orangeburg Road, Orangeburg, NY

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

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

WITNESSETH:

THIS AGREEMENT made the ____ day of _____, 2020 by and between the COUNTY OF ROCKLAND, a municipal corporation of the State of New York, having its principal office at 11 New Hempstead Road, New City, New York 10956, hereinafter referred to as "COUNTY", and TOWN OF CLARKSTOWN, a municipal corporation of the State of New York with offices located at 10 Maple Avenue, New City, New York 10956; TOWN OF HAVERSTRAW, a municipal corporation of the State of New York with offices located at One Rosman Road, Garnerville, New York 10923; TOWN OF ORANGETOWN, a municipal corporation of the State of New York with offices located at 26 Orangeburg Road, Orangeburg, New York 10962; TOWN OF RAMAPO, a municipal corporation of the State of New York with offices located at 237 Route 59, Suffern, New York 10901; and TOWN OF STONY POINT, a municipal corporation of the State of New York with offices located at 74 East Main Street, Stony Point, New York 10980; hereinafter referred to as "TOWNS", hereinafter referred to as, in the manner following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. ENTIRE AGREEMENT/NO MODIFICATION: This agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations or agreements either oral or written. It may not be modified except by a writing signed by the parties.

6. EXECUTION: This Agreement may be signed in counterparts. Facsimile and electronic signatures are acceptable.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written. It is understood and agreed by the parties that this agreement is not valid and enforceable by any signatory until fully executed by all parties.

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

TOWN OF CLARKSTOWN

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

By: _____
GEORGE HOEHMANN
Supervisor

Dated: _____

Dated: _____

TOWN OF HAVERSTRAW

TOWN OF ORANGETOWN

By: _____
HOWARD T. PHILLIPS, JR.
Supervisor

By: _____
TERESA KENNY
Supervisor

Dated: _____

Dated: _____

TOWN OF RAMAPO

By: _____
MICHAEL SPECHT
Supervisor

Dated: _____

TOWN OF STONY POINT

By: _____
JIM MONAGHAN
Supervisor

Dated: _____

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

By: _____
BRIGITTE N. NAHAS BOTTA
Deputy County Attorney

Dated: _____

COUNTY OF ROCKLAND

By: _____
EDWIN J. DAY
County Executive

Dated: _____

LM2020-_____

Schedule “A”

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

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

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

Schedule “B”

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

“SCHEDULE C”



HI TOR ANIMAL CARE CENTER'S FERAL CAT POLICY

Definitions

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

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

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

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

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

“SCHEDULE C”

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

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

December 24, 2020

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

Re: Third Floor Redesign Services as an Amendment to our standing Agreement dated September 16, 2019 for the Town Hall Expansion Project.

Dear Supervisor Kenny,

Pursuant to the Town of Orangetown Town Board's approval of the Third Floor Redesign Services outlined in Lothrop Associates, LLP's Proposal Dated December 15, 2020, our Agreement with the Town of Orangetown dated September 16, 2019 for the Town Hall Expansion Project shall be amended to incorporate the Scope of Services outlined herein. We include the services of CBK Engineering and B-Cubed Engineering – our mechanical, electrical, plumbing, fire protection and structural engineers to perform the engineering services required for the Third Floor Redesign. The Scope of Work and Scope of Services enumerated below shall be bound by the Terms and Conditions of our standing Agreement.

The Scope of Work is outlined as follows:

1.0 Scope of Work

1. Eliminate the basement from the Project.
2. Add a third floor to the Project.
3. Relocation of basement spaces to the third floor.
4. Change the First Floor Framing to a Slab on Grade.
5. Add specialty waterproofing to the foundation walls and the First Floor Slab on Grade.

The Scope of the Additional Services is outlined as follows:

2.0 Scope of Services:

1. Design Phase Services:

- a. Architectural Services as follows:
 - i. Redesign to eliminate the basement,
 - ii. Design of the third floor,
 - iii. Coordination of redesign with all engineering disciplines,
- b. Structural Engineering Services as follows:
 - i. Structural modeling, analysis, and design of the following:
 - a. Three story lateral system.
 - b. Foundation walls
 - c. Ground floor slab
 - d. Third floor framing
 - e. Roof level framing
- c. Mechanical, Electrical, Plumbing and Fire Protection Engineering Services as follows:

- i. Re-design of the HVAC systems for the first and second floors to accommodate the elimination of the basement and addition of the third floor, including the design of new heating and cooling piping feeding the building from the third floor instead of the basement
 - ii. Design of the HVAC systems for the third floor.
 - iii. Re-design to accommodate the relocation of the Mechanical, and Electrical Rooms to the Third Floor.
 - iv. Re-design to accommodate the elimination of the basement distribution wiring and piping.
 - v. Design of new distribution wiring and piping for the third floor.
 - vi. Re-design of revised roof drain layout including drains, piping and routing.
 - vii. Re-design to accommodate the new location for the main electrical service.
 - viii. Re-design of the ductwork, and exhaust systems.
 - ix. Re-design of the fire sprinkler system to accommodate the new location for sprinkler main and distribution for the third floor.
 - x. Re-design of the lighting system to accommodate the elimination of the basement and addition of the third floor including lighting, wiring, IT, and power distribution.
 - xi. Design of fresh air for new third floor and to red-design the fresh air system for the first & second floors.
- 2. Bidding Phase Services:**
- a. Preparation of revised bid documents and specifications suitable for public bidding.
 - b. Attendance at pre-bid conference by the Specialty Waterproofing Consultant.
 - c. Preparation of written responses to questions from bidders regarding special waterproofing and structural requirements.
 - d. Preparation of addenda as required.
- 3. Construction Phase Services:**
- a. Attendance at construction kickoff meeting and regular construction progress meetings by the Specialty Waterproofing Consultant.
 - b. Performance of more frequent site visits during construction of the special waterproofing and special structural requirements for the project. NOTE: Due to the high groundwater table it is imperative and critical that the construction progress of the special waterproofing and special structural requirements be monitored by the design team more frequently than regularly scheduled construction progress meetings.
 - c. Coordination, review and processing of all Submittals, Shop Drawings, Requests for Payment, Change Orders, etc., associated with the special waterproofing and special structural requirements for the project.
 - d. Addition of special waterproofing and special structural requirements for the project to the Submittal and Change Order logs.
 - e. Provision of direction and written responses to questions and concerns from the contractor in resolution of problems that arise during the construction of the special waterproofing and special structural requirements for the project.
 - f. Performance of interim Substantial Completion Inspection associated with the special waterproofing and special structural requirements for the project.
 - g. Coordination and preparation of and interim punch list associated with the special waterproofing and special structural requirements for the project.

3.0 Estimated Additional Construction Cost:

This option has been estimated to realize a net reduction in the construction cost for the project. The estimated reduction is Six Hundred Five Thousand, Two Hundred Fifty dollars and no cents (-\$ 605,250.00) to the construction budget. This net reduction accounts for the following:

- 1. Elimination of the basement,
- 2. Addition of the third floor
- 3. Specialty waterproofing for the foundation walls and First Floor Slab on Grade
- 4. All architectural and engineering fees associated with Services outlined above.
- 5. Redesign fees outlined below.

4.0 Compensation:

Fees

For the Services outlined above, we propose a Lump Sum Fee of \$282,750.00 (Two Hundred Eighty-Two Thousand Seven Hundred Fifty Dollars and No Cents outlined as follows:

a. Design Phase Services:	\$ 188,750.00
b. Bidding Phase Services:	\$ 41,950.00
c. Construction Phase Services:	<u>\$ 52,050.00</u>
d. Total Fee:	\$ 282,750.00

Reimbursable Expenses

Reimbursable Expenses are in addition to the Lump Sum Fee listed above and will be billed at cost plus 10%. Reimbursable Expenses include cost for travel, printing, and overnight mailings. Reimbursable Expense Rates are as follows:

Reimbursable Expenses Rate:

Photocopies:	\$0.10 per 8 1/2" x 11" sheet
Travel:	\$0.57 per mile (or current IRS rate)
Tolls:	Cost
Color Prints - A Size:	\$3.95 per plan sheet
Color Prints - B Size:	\$5.75 per plan sheet
Overnight Mail (e.g., FedEx):	1.15% of cost

5.0 Qualifications, Exclusion and Assumptions:

1. Proposal is limited to the Scope of Work and Scope of Services outlined above.
2. Environmental (Hazardous Materials) Work is excluded.
3. Changes in the Scope of Work or Scope of Services that arise from conditions that differ from what is included in the geotechnical report, are excluded.

6.0 Schedule:

Upon receipt of notice to proceed, we propose the following in added time to the existing contract.

Design Phase:	Eight (8) Weeks
Bidding Phase:	Two (2) weeks.
Construction Phase:	Four (4) Weeks

If the foregoing meets with your approval and understanding, please sign in the place indicated below.

Sincerely,



Bob Gabalski, AIA
Partner

For the Town of Orangetown

For Lothrop Associates ^{LLP}

(Printed Name)

Robert A. Gabalski

(printed Name)

(Signature)



(Signature)

(Title)

Partner

(Title)

(Date)

December 24, 2020

(Date)

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

This Agreement made as of the 1st day of January 2021, 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, 2021 through December 31, 2021 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 2021, 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 2022.

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 polices 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.

6. 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.

7. 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.

8. 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.

9. 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

State of New York)
) SS:
County of Rockland)

On the _____ day of _____ in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

State of New York)
) SS:
County of Rockland)

On the _____ day of _____ in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael B. Specht, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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 ATTORNEY'S OFFICE

INTER-OFFICE MEMORANDUM

DATE: January 12, 2021

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) 2021

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.

Innovative Excavating, Ltd.
15 Conklin Drive
Stony Point, NY 10980
Tel.: 914-447-2987

This Certificate of Registration has been placed on the next Regular Town Board Meeting agenda scheduled for January 19, 2021.

Should you have any questions, please do not hesitate to contact this Office.

encl.



TOWN ATTORNEY'S OFFICE

INTER-OFFICE MEMORANDUM

DATE: January 12, 2021

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

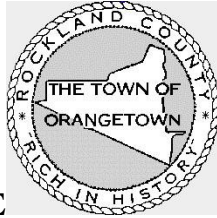
The following applicant is qualified, pursuant to the qualification certificate received from Eamon Reilly, Commissioner of the Department of Environmental Management and Engineering (original attached), and the bond and insurance certificates having been reviewed and approved (originals attached), from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

MFD Quality Construction
173 Old Route 304
New City, NY 10956
Tel.: 845-708-5221

This Certificate of Registration has been placed on the next Regular Town Board Meeting agenda scheduled for January 19, 2021. Should you have any questions, please do not hesitate to contact this Office.

Should you have any questions, please do not hesitate to contact this Office.

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) 2021

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

This Certificate of Registration has been placed on the next Regular Town Board Meeting agenda scheduled for January 19, 2021. 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

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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) 2021

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

This Certificate of Registration has been placed on the next Regular Town Board Meeting agenda scheduled for January 19, 2021. Should you have any questions, please do not hesitate to contact this Office.

Should you have any questions, please do not hesitate to contact this Office.

encl.

JAMES J. DEAN
Superintendent of Highways
Roadmaster IV

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




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

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

MEMORANDUM

TO: Town Board

FROM: James J. Dean, Superintendent of Highways 

DATE: January 13, 2021

RE: William Street and Central Avenue Traffic Signal Project- Chazen Companies- Construction Inspection Services

As per the attached, it is my recommendation that Town Board hereby approves the retention of The Chazen Companies for the Construction Inspection Services for the William Street and Central Avenue Traffic Signal Project, at a cost of \$6,600.00, pursuant to a written proposal, dated December 14, 2020, incorporated herein by reference and to be filed in the Town Clerk's Office, charged to Account #: H.3310.200.04

Kf
Attachment



December 14, 2020

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

*Re: Request for Proposal
Traffic Signal Construction Inspection Services
Central Avenue and William Street
Pearl River, New York*

Dear Mr. Dean:

The Chazen Companies is pleased to present our proposal in response to your Request for Proposals for Professional Engineering Services for Construction Inspection Services at the intersection of Central Avenue and William Street in Pearl River, New York.

We propose to provide sporadic inspection of key critical components as construction progresses. We will require a Construction schedule from the selected contractor at the pre-construction meeting. We would review shop drawing submittals and provide comments for your use in authorizing.

This service would be provided on an hourly basis, billed monthly utilizing our current rate table. The budget for this work would be \$6,600. Should the contractor's work require additional services above and beyond the proposed budget, we would first consult with you to amend the budget cost.

We thank you for this opportunity to continue providing solutions to your needs.

Sincerely,

Gary R Aber

Digitally signed by Gary R Aber
DN: c=US, E=gaber@chazencompanies.com,
O=The Chazen Companies, OU="Sr. Dir. -
Construction Svcs., Utility Designating, &
Design", CN=Gary R Aber
Date: 2020.12.14 14:57:07-0500'

Gary Aber
Sr. Director – Construction Services, Utility Design and Designating

gra

cc: file

WARRANT

Warrant Reference	Warrant #	Amount
Approved for payment in the amount of		
	122720	\$ 140,586.40
	122920	\$ 169,515.99
	010821	\$ 5,605.15
	011921	\$ 264,630.77
	Total	\$ 580,338.31

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

APPROVAL FOR PAYMENT

AUDITING BOARD

Councilman Gerald Bottari

Councilman Paul Valentine

Councilman Thomas Diviny

Councilman Denis Troy

Supervisor Teresa M. Kenny

**TOWN OF ORANGETOWN
FINANCE OFFICE MEMORANDUM**

TO: THE TOWN BOARD
FROM: JEFF BENCIK, *DIRECTOR OF FINANCE*
SUBJECT: AUDIT MEMO
DATE: 1/14/2021
CC: DEPARTMENT HEADS



The audit for the Town Board Meeting of 1/19/2021 consists of 4 warrants for a total of \$580,338.31.

The first warrant had 1 voucher for \$140,586 and was for new fueling station at DEME.

The second warrant had 81 vouchers for \$169,515 and had the following items of interest.

1. Goosetown Enterprises (p3) -\$38,126 for outfitting new police cars.
2. Helmke Industries (p4) - \$15,090 for OHA snow removal.
3. Munis (p12) - \$46,662 for Building Dept. software.
4. Pearl River Chamber of Commerce (p13) - \$13,775 for Xmas lighting reimbursement.
5. Ron's Quality Automotive (p15) - \$6,454 for Park's vehicle repair.
6. Scalise & Hamilton (p16) - \$5,264 for outside legal counsel.

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

The fourth warrant had 35 vouchers for \$264,384 and had the following items of interest.

1. Applied Golf (p1) - \$124,500 for Blue Hill Mgmt contract.
2. Applied Golf (p2) - \$49,583 for Broadacres Mgmt contract.
3. CSEA Employee Benefit Fund (p6) - \$30,229 for CSEA dental insurance.
4. Goosetown Enterprises (p7) -\$7,760 for police leases.
5. Met-Life (p11) - \$12,334 for Police dental insurance.
6. Visual Computer Solutions (p13) - \$5,384 for database hosting.

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

Jeffrey W. Bencik, CFA

845-359-5100 x2204