



HOCHERMAN TORTORELLA & WEKSTEIN, LLP  
CLIENT-CENTERED SOLUTION-ORIENTED

One North Broadway, Suite 701  
White Plains, New York 10601-2319  
P: (914) 421-1800 | F: (914) 421-1856  
www.htwlegal.com

Geraldine N. Tortorella  
Adam L. Wekstein

Noelle C. Wolfson  
Henry M. Hocherman, Retired

October 29, 2019

*Via Hand Delivery*

Hon. Chris Day, Supervisor  
and Members of the Town Board  
Town of Orangetown  
26 W. Orangeburg Road  
Orangeburg, New York 10962

*Re: Petition of FB Orangetown Retail LLC, FB Orangetown Retail Two LLC, FB Orangetown Retail Three LLC, FB Orangetown Hotel LLC, and FB Orangetown Hotel Two LLC (the "FB Orangetown Entities") for Amendment of the Town of Orangetown Town Code, Section 4.32(O)iv(b)*

Dear Supervisor Day and Members of the Town Board:

Our firm represents the FB Orangetown Entities, owners of the five condominium units commonly known as Orangeburg Commons, which is located at the southwest corner of the intersection of Route 303 and Stevens Way ("Orangeburg Commons" or the "Property"). Orangeburg Commons is developed as a Mixed Use Development pursuant to Section 4.32(O) of the Town of Orangetown Town Code ("Town Code"). Your Board granted a special permit, and the Planning Board granted site plan approval, for a food market, two hotels, a restaurant and a bank on the Property; the Stop & Shop Supermarket and Residence Inn Hotel have been constructed and are occupied.

Our clients have an opportunity to bring the second hotel to the Property. The Residence Inn operator wants to build the first-of-its-kind in Rockland County "dual-brand" Residence Inn/Fairfield Inn hotel (the "Dual-Brand Hotel") on the Property. Doing so, however, would put Orangeburg Commons out of compliance with the provision in the existing Mixed Use Development regulations that limits the maximum percentage of gross floor area that can be developed for retail, personal service establishments and restaurants to thirty percent (30%). We are writing to petition for an amendment of Section 4.32(O)iv(b) of the Town Code to increase the limit to thirty five percent (35%) to accommodate the Dual-Brand Hotel. (All other zoning requirements can be met.)

A "dual-brand" hotel is a new concept in the hotel industry that refers to the combination of two distinct hotel brands under a single roof with fully integrated common areas, amenities and back-of-house functions. Consolidation of the hotels in a single structure eliminates duplication of amenities and services but allows for the creation of higher-caliber complimentary services and amenities for guests and more comfortable facilities for employees to work, on a more sustainable, long-term basis.

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In this case, development of the Dual-Brand Hotel on the Property will involve the construction of an addition of approximately 28,800 square feet (“s.f.”) onto the existing Residence Inn structure and the complete renovation of its interior (e.g. rooms, common areas, and administrative and employee areas) to transform the structure, as expanded, into 200 guest rooms and a new, enlarged and improved lobby/front desk area, lounge, breakfast area, fitness center, meeting rooms, and guest laundry amenities (among other improvements), all sized and appointed to support the Hotels on a larger scale at a uniform, high standard of quality. Meeting and conference accommodations will be expanded and improved to provide a more modern and enhanced option for meeting and small conference uses. Where needed, mechanical systems will be expanded and/or upgraded. At the conclusion of the redevelopment, Orangeburg Commons will be home to two, new Marriott-brand hotels with the capacity to provide enhanced service to guests in an inviting and appealing environment. The new Hotels will also create new employment opportunities in the Town and region.

Under the current approvals for Orangeburg Commons, the total gross floor area for the approved uses is 224,600 s.f., 63,600 s.f. (or 28.3%) of which could be occupied by the food market, restaurant and bank uses.<sup>1</sup> The gross floor area in Orangeburg Commons if the Dual-Brand Hotel is developed will be approximately 183,646 s.f. As a result, the gross floor area of the approved food market, restaurant and bank uses (63,450 s.f.) recalculates to 34.55% of the total floor area in Orangeburg Commons.<sup>2</sup> In order for the Dual-Brand Hotels to be developed on the Property in conformance with the Mixed Use Development regulations, Section 4.32(O)iv(b) of the Town Code must be amended to permit up to a maximum of 35% of the total gross floor area in the Mixed Use Development to be developed for retail, personal service establishments and restaurants.

Enclosed are seven copies of the following documents in support of the FB Orangetown Entities’ request for a text amendment to the Town Code:

1. Petition for Amendment of the Town Code, signed by Richard Birdoff, Managing Member of the FB Orangetown Entities;
2. The following site plans entitled “Amended Site Plan For Orangeburg Commons Residence Inn/Fairfield Inn Dual Brand Hotel”, prepared by Leonard Jackson Associates, last revised October 11, 2019:
  - a. Drawing TB-1 – Overall Site Plan;
  - b. Drawing TB-2 – Part Plan;
3. The following Floor Plans and Elevations for the Residence Inn/Fairfield Inn Dual Brand Hotel, prepared by JAL Architecture and Engineering, P.C., dated October 23, 2019:
  - a. Drawing P1.01 – Overall First Floor Plan;
  - b. Drawing P1.02 – Overall Second Floor Plan;
  - c. Drawing P3.00 – Overall Exterior Elevations (with signage);

<sup>1</sup> At present, the existing Stop & Shop combined with the approved pads for the restaurant and bank uses total 63,450 s.f., 150 s.f. less than the approvals allow.

<sup>2</sup> Under the Mixed Use Expansion regulations (Town Code §4.32(P)viii) the gross floor area on The Shops Parcel is not included in calculating whether the mixed use development in Orangeburg Commons complies with Section 4.32(O)iv(b).

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- d. Drawing P3.01 – Partial Exterior Elevations; and
4. Full Environmental Assessment Form signed by Alfred Rossi, P.E., with (a) amended Fiscal Impact Analysis and (b) Stormwater/Sewer Statement prepared by Leonard Jackson Associates (the “FEAF”).<sup>3</sup>

Also enclosed is one copy of an Entity Disclosure Form signed by the Manager of the FB Orangeburg Entities. Items 2 and 3 are provided for reference purposes so that your Members can have an understanding of how the Dual-Brand Hotel would be situated, function and appear on the Property and relate to the existing and approved uses. However, we recognize that if your Board amends the Town Code, we must obtain amended special permit approval from your Board, amended site plan approval from the Planning Board and amended architectural and community appearance approval from the Architecture and Community Appearance Board of Review.

We believe the proposed amendment is consistent with the purposes and objective of the Mixed Use Development regulations, which “are to facilitate the development of a plan for a large-scale site development that combines several economically viable, nonresidential uses, planned as an integrated whole. The site plan shall provide for adequate vehicular and pedestrian access, traffic circulation, parking and loading for each individual use. The site and building designs shall recognize the importance of the interchange location and the proximity to Palisades Interstate Parkway, and shall provide sufficient landscaping, buffers and other design treatments in recognition of said location.” Town Code Section 4.32(O)ii(b). Orangeburg Commons will continue to be “a large-scale site development that combines several economically viable, nonresidential uses, planned as an integrated whole.” At the time Orangeburg Commons was undergoing its original review, considerable attention was devoted to landscaping, buffers, lighting, signage and other design considerations because of the development’s proximity to the Palisades Interstate Parkway; controls related to those considerations were incorporated into the site design, have been implemented and have been maintained throughout subsequent reviews of Orangeburg Commons and the related Shops Mixed Use Expansion next door. Those design controls will not be adversely affected by the proposed amendment or development of the Dual-Brand Hotel. The only material differences from the current approved plan will be reduction of total building area on the Property and consolidation of the two Hotels into a more efficient, sustainable format, which the FB Orangetown Entities expect will promote the economic vitality of the Hotels and existing and future establishments in Orangeburg Commons and The Shops.

In addition, the proposed amendment to permit a slight increase in the permitted percentage of floor area devoted to retail, personal service establishments and restaurants in Orangeburg Commons is consistent with and will promote the policies for development in the Route 303 Corridor, which discourage large scale retail development in the Route 303 Corridor (Comprehensive Plan, pages iv-19-20), encourage upscale development such as hotel and conference uses (Comprehensive Plan, page iv-6) and favor buffers to the Palisades Interstate Parkway (Comprehensive Plan, page iv-21). The FB

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<sup>3</sup> The Full Environmental Assessment Form has been prepared as if the amendment has been granted and the Dual-Brand Hotels are being developed, in order to provide your Board with information regarding the potential impacts of the ultimate project.


Hon. Chris Day, Supervisor  
and Members of the Town Board  
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Orangetown Entities are not proposing any changes in the sizes of the approved (yet unbuilt) restaurant and bank in Orangeburg Commons, which already have been found by your Board and the Planning Board to be consistent with the Comprehensive Plan's policies and objectives for the Route 303 Corridor. Thus, the proposed amendment will not facilitate large scale retail development on the Property. However, it will expand actual hotel use on the Property which this Board has long supported, in a manner that will not compromise the already-established and substantial buffers to the Palisades Interstate Parkway.

Kindly schedule this matter for discussion at the Board's November 12, 2019 meeting, at which time we would like to make a presentation of the proposed plan for the Dual-Brand Hotel and have your Board refer the Petition to the required agencies, declare the Board's intent to be lead agency of the environmental review under SEQRA, circulate the FEAF to the involved agencies and schedule a public hearing on the proposed amendment.

Respectfully submitted,

Hocherman Tortorella & Wekstein, LLP

By:   
Noelle C. Wolfson

NCW:hc

Enclosures

cc: *(via electronic mail without enclosures)*  
Jane Slavin, R.A. Director of the Office of Buildings,  
Zoning, Planning, Administration and Enforcement  
Robert Magrino, Esq., Town Attorney  
Mr. Richard Birdoff  
Alfred Rossi, P.E.  
Mr. Roger Hirshhorn  
Mr. Mark Stebbins  
Jason Diorio, P.E.  
Justin Lim, P.E.  
Nathanial Burns, PLA, LEED AP BD+C  
Kent Beirne, AIA  
Mr. Leo Xarras  
John Collins, Ph.D., P.E.  
Geraldine N. Tortorella, Esq.



# Rockland County

Ed Day, Rockland County Executive

RECEIVED

JAN 21 2020

SUPERVISOR'S OFFICE

## DEPARTMENT OF PLANNING

Dr. Robert L. Yeager Health Center  
50 Sanatorium Road, Building T  
Pomona, New York 10970  
Phone: (845) 364-3434 Fax: (845) 364-3435

**Douglas J. Schuetz**  
*Acting Commissioner*

**Arlene R. Miller**  
*Deputy Commissioner*

January 16, 2020

Orangetown Town Board  
26 Orangeburg Road  
Orangeburg, NY 10962

### Tax Data:

**Re: GENERAL MUNICIPAL LAW REVIEW:** Section 239 L and M  
**Map Date:** 10/11/2019

**Date Review Received:** 12/24/2019

### Item: **TOWN OF ORANGETOWN - MIXED-USE ZONES/SPECIAL USE PERMIT (O-2110C)**

Zoning text amendment to Section 4.32(O)iv(b) of the Town Zoning Code to raise the maximum percentage of total gross floor area that can be developed for retail, personal service establishments, and/or restaurants pursuant to a special permit issued for a Mixed Use Development from 30% to 35%. An amendment to an existing special permit is also being sought to allow for 34.55% of Orangetown Commons to be developed as retail, personal service establishments, and/or restaurants. The parcels are located on 16.76 acres in the LI and Route 303 overlay zoning districts.  
Mixed-use developments, southwest corner of Route 303 and Stevens Way

### Reason for Referral:

Western Highway (CR 15), NYS Route 303, Palisades Interstate Parkway


The County of Rockland Department of Planning has reviewed the above item. Acting under the terms of the above GML powers and those vested by the County of Rockland Charter, I, the Commissioner of Planning, hereby:

### *\*Recommend the following modifications*

1. By increasing the total gross floor area that can be developed for retail, personal service establishments, and/or restaurants in these mixed-use developments from 30% to 35%, the Town must consider the precedent that is being set. This increase may result in a higher volume of traffic to and from the developments and a need for greater parking requirements. This evaluation must consider whether local roads will become more congested and the sewer system, stormwater management systems and the public water supply will be overburdened. The Town must consider the cumulative and regional impacts of permitting this change.
2. If the Town continues to tailor the Zoning Code to meet the needs of an applicant, spot zoning may occur. Spot zoning is the rezoning of a single parcel or a small area, to benefit one or more property owners rather than carry out an objective of the comprehensive plan intent or the zoning ordinance. The ramifications of allowing this change to the Town Code must be fully assessed, including the cumulative impact of permitting the increase in gross floor area that can be developed to the surrounding community character and the land use precedent that may be set.

**TOWN OF ORANGETOWN - MIXED-USE ZONES/SPECIAL USE PERMIT (O-2110C)**

- 3 A review must be completed by the New York State Department of Transportation, any comments or concerns addressed, and all required permits obtained.
- 4 A review must be completed by the Palisades Interstate Park Commission, and any raised concerns addressed.
- 5 A review must be completed by the County of Rockland Department of Highways, any concerns addressed, and all required permits obtained.
- 6 The Town shall be satisfied that the proposed mixed-use development complies with the general standards for special permit uses outlined in Section 4.3, as well as the individual standards and requirements listed in Section 4.32.(O).
- 7 All proposed signage must be shown on the site plan, and conform to all Town requirements in Section 4.2 as well as all sign regulations for a mixed-use development special permit use in Section 4.32.(O).vi.
- 8 The Town shall be satisfied that all applicable portions of the Route 303 Overlay Zone have been addressed in the proposed site plan.
- 9 The project description on the Referral Form indicates this application is to change the Town Code in relation to lot and bulk controls for PAC Developments. This must be corrected so all materials are consistent. If the public hearing notice was issued with incorrect information, it must be reissued with the correct information.
- 10 We request the opportunity to review the amended site plan, as required by the New York State General Municipal Law.

  
 \_\_\_\_\_  
 Douglas J. Schuetz  
 Acting Commissioner of Planning

cc: Supervisor Teresa Kenny, Orangetown  
 New York State Department of Transportation  
 Rockland County Department of Highways  
 Palisades Interstate Park Commission  
  
 Leonard Jackson Associates  
 Hocherman Tortorella & Wekstein, LLP

*\*NYS General Municipal Law Section 239 requires a vote of a 'majority plus one' of your agency to act contrary to the above findings. The review undertaken by the Rockland County Planning Department is pursuant to, and follows the mandates of Article 12-B of the New York General Municipal Law. Under Article 12-B the County of Rockland does not render opinions, nor does it make determinations, whether the item reviewed implicates the Religious Land Use and Institutionalized Persons Act. The Rockland County Planning Department defers to the municipality forwarding the item reviewed to render such opinions and make such determinations if appropriate under the circumstances.*

*In this respect, municipalities are advised that under the Religious Land Use and Institutionalized Persons Act, the preemptive force of any provision of the Act may be avoided (1) by changing a policy or practice that may result in a substantial burden on religious exercise, (2) by retaining a policy or practice and exempting the substantially burdened religious exercise, (3) by providing exemptions from a policy or practice for applications that substantially burden religious exercise, or (4) by any other means that eliminates the substantial burden.*

*Proponents of projects are advised to apply for variances, special permits or exceptions, hardship approval or other relief.*

*Pursuant to New York State General Municipal Law §239-m(6), the referring body shall file a report of final action it has taken with the Rockland County Department of Planning within thirty (30) days after final action. A referring body which acts contrary to a recommendation of modification or disapproval of a proposed action shall set forth the reasons for the contrary action in such report.*



**Town of Orangetown Town Board**

Date: December 23, 2019

Response to request that the Town of Orangetown Town Board be designated to serve as Lead Agency for the:

Town Zoning Law, changing the zoning classification of the premises known as **1, 3, 4, 5, 6 Stevens Way, Orangeburg (Orangeburg Commons) (74.15-1-21./1 thru 74.15-1-21./5).**

The Rockland County Health Dept agrees to the designation of the Town Board of the Town of Orangetown as lead agency for the above-referenced project.

1/23/20  
Date

[Signature]  
(Signature)

Liz Mello, Sr Public Health Engineer  
(Print Name and Title)

RC Health Dept  
(Name of Agency)

Encl.

STATE OF NEW YORK  
**DEPARTMENT OF STATE**

ONE COMMERCE PLAZA  
99 WASHINGTON AVENUE  
ALBANY, NY 12231-0001  
WWW.DOS.NY.GOV

ANDREW M. CUOMO  
GOVERNOR

ROSSANA ROSADO  
SECRETARY OF STATE

February 11, 2020

Rosana Sfraga  
Town Clerk  
Town Hall  
26 Orangeburg Rd  
Orangeburg NY 10962

**RE: Town of Orangetown, Local Law 1 2020, filed on February 10 2020**

Dear Sir/Madam:

The above referenced material was filed by this office as indicated. Additional local law filing forms can be obtained from our website, [www.dos.ny.gov](http://www.dos.ny.gov).

Sincerely,  
State Records and Law Bureau  
(518) 473-2492



**Department  
of State**





11 Grace Avenue, Suite 308  
Great Neck, New York 11021  
Phone: 917-439-3078  
rmccarthy@capmark.org

January 6, 2020

Mr. Jeffrey Bencik  
Director of Finance  
Town of Orangetown  
26 Orangeburg Road  
Orangeburg, New York 10962

Re: Provision of Financial Advisory Services

Dear Jeff:

I am pleased to submit this letter to the Town of Orangetown (the "Town") to serve as our agreement for services to be provided to the Town regarding borrowing and general Financial Advisory services by Capital Markets Advisors, LLC ("CMA").

### **2020 Bonding**

The fee for the initial 2020 bonding will be \$15,000. If the initial 2020 Bond issue includes a refunding component as a part of the issue, the fee for the 2020 issue will be increased by \$7,500 to \$22,500. The fees for any additional bonds will negotiated at the time they are commenced.

### **Planning for the Sale**

- Meet with Town representatives to determine the Town's goals and objectives for the financing.
- Review all approved projects with outstanding bond authorizations and any proposed capital projects to determine which projects will require cash outlays prior to the next anticipated issuance of debt.
- Meet with the appropriate Town officials overseeing the various capital projects to determine the cash flow requirements of the projects and the timing of those needs.
- Review current funds of hand from all sources (note borrowing, grant funds, etc.) to determine amount needed to be borrowed.
- Advise on selection of other members of the financing team, if requested.

- Discuss with bond counsel projects to be financed to ascertain whether there are any federal tax law issues to be addressed in structuring the transaction.
- Review the Town's recent financial statements for any credit issues.
- Do a preliminary sizing of the debt issuance and project the debt service requirements based upon the preliminary sizing.
- Examine the impact the debt issuance (based on the preliminary sizing) will have on the Town's operating budget, particularly the need to increase amount raised from taxation.
- Review the preliminary sizing and its operating budget impact with the appropriate representatives of the Town. Advise Town representatives of current market conditions and anticipated market changes.
- Revise, if necessary, the debt sizing in response to meeting with Town officials.
- Analyze the impact of the proposed financing on the Town's debt ratings.
- Develop a schedule for the financing and organize the financing team selected by the Town.
- Review proposed financing schedule with Town officials and distribute timetable and financing team mailing list to all members.
- Outline the alternative financing mechanisms for Town officials enumerating the benefits and shortfalls of each alternative. Among the alternatives: notes, fixed rate bonds, variable rate obligations, competitive bid, negotiated sale, designated and qualified securities, etc.
- Recommend a financing structure that meets the Town's needs while taking advantage of market preferences.

#### Pre-Sale Marketing Activities

- Advise the Town regarding the use of book entry securities. Coordinate activities with the securities depository.
- Put together a financial update package for the rating agencies that highlights the Town's creditworthiness. Invite the rating agencies for an on-site visit to the Town and arrange the same, if appropriate.
- Meet with Town representatives and bond counsel to ascertain the information needed to draft the Preliminary Official Statement. Advise the Town of their obligation under the new secondary market disclosure requirements of SEC Rule 15c2-12.
- Prepare the draft Preliminary Official Statement and distribute to the appropriate members of the financing team to review and comment.

- Revise the draft Preliminary Official Statement incorporating comments of the financing team and distribute the second draft.
- Solicit price quotes from needed service providers and advise the Town regarding the selection process. Review the Town's procurement policy to assure compliance.
- Prepare application for bond insurance, if appropriate, and coordinate the application process.
- Prepare required debt statement and assure the same is filed with the Office of the State Comptroller (bonds only).
- Oversee the printing and distribution of the Preliminary Official Statement, Notice of Sale and Bid Form to the appropriate underwriters and certain institutional buyers.
- Arrange for the publication of the Notice of Sale in the Town's official newspapers. Also, list the proposed sale in The Bond Buyer.

#### Day of Sale

- Attend the bid opening.
- Verify the mathematical calculations in the submitted bids.
- Determine the lowest bid in conformance with State law and recommend acceptance or rejection of the bid to the Town.
- Advise the winning bidder of the Town's acceptance.
- In the case of level debt service structure, review the principal schedule to assure compliance with the law. Advise the underwriter of any revisions to the amortization schedule.

#### Closing/Post-Closing Actions

- Assure the securities are delivered to the securities depository on a timely basis.
- Arrange for the proper transfer of funds at closing. Discuss with the Town plans for the investment of proceeds.
- Review all closing documents and apprise the Town of requirements they have under the legal documents.
- Arrange for the printing and delivery of the final Official Statement.

- Meet with the Town to review the requirements of tracking the proceeds for arbitrage purposes.
- Prepare the final amortization schedule for the bonds on a project by project basis.

### **Disclosure**

CMA does not assume the responsibilities of the Town, nor the responsibilities of the other professionals and vendors representing the Town, in the provision of services and the preparation of financing documents for financings under: this agreement. CMA accepts the relationship of trust and confidence established between it and the Town. CMA agrees to furnish its best skill and judgment in the performance of its services in the most expeditious and economical manner consistent with the interests of the Town. Information obtained by CMA, either through its own efforts or provided by the Town, included in the financing documents, or otherwise provided to the Town, is by reason of experience and professional judgment, believed to be accurate; however, such information is not guaranteed by the CMA. However, nothing in this paragraph shall relieve CMA from liability due to negligence or want of due diligence in the performance of its services.

### **Binding Effect**

All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any competent court, this agreement shall be interpreted as if such invalid agreements or covenants were not contained herein, and the remaining provisions of this agreement shall remain in full force and effect. Each party hereto represents and warrants that this agreement has been duly authorized and executed by it and constitutes its valid and binding agreement and any governmental approvals necessary for the performance of this agreement have been obtained.

### **Required Regulatory Disclosure**

Municipal Securities Rulemaking Board ("MSRB") Rule G-1 0 requires that municipal advisors, including CMA, provide to their clients the following information once each calendar year:

(i) CMA is registered as an independent municipal advisor with the MSRB and the US Securities and Exchange Commission ("SEC"); (ii) CMA is subject to the regulations and rules on municipal advisory activities established by the SEC and MSRB; (iii) the website for the MSRB is [www.msrb.org](http://www.msrb.org) and the website for the SEC is [www.sec.gov](http://www.sec.gov) and (iv) in addition to having educational materials about the municipal securities market, the MSRB website has a municipal advisory client brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with the appropriate regulatory authority.

MSRB Rule G-42 requires that municipal advisors, including CMA, inform their clients as to any conflicts of interest that may exist that could impact the client. To the best of our knowledge and belief, neither CMA nor any registered associated person has any material undisclosed conflict of interest that would impact CMA's ability to service the Town.

**Independent Contractor**

CMA hereby acknowledges and agrees that its status under this Agreement will be that of an independent contractor. CMA and its officers, agents and employees shall not represent themselves as Town employees to any third party, nor shall they make any claim to the Town, or to any other person or entity, for benefits or privileges granted to Town employees, including but not limited to, Unemployment and Workers Compensation benefits. CMA further acknowledges and agrees that the Town shall not take any deductions or withholdings from CMA's compensation to pay federal or state taxes, or any other assessment, cost, expense or obligation which CMA or its officers, employees or agents may incur as a result of CMA receiving compensation pursuant to this agreement.

**General Financial Advisory**

CMA will provide ongoing Financial Advisory and Consulting services to the Town at the Town's express direction. Such services will be provided at the direction of the Town. Areas in which advice may be provided include other investment of bond proceeds, economic forecasts and other financial matters. CMA will be compensated for such services at an hourly rate scale depending on the staff requirements of \$250.00- \$175.00 per hour, plus documented out-of-pocket expenses.

Specifically, the following individuals will be charged at the following hourly rates:

Richard McCarthy, President	\$250/hour
Janet Morley	\$200/hour
Analysts	\$175/hour

The Town and CMA may agree upon a fixed fee for a given task, such amount to be negotiated at the time that the Town directs CMA to execute the task.

This Agreement will continue until terminated by either party upon 30 days' notice.

This Agreement contains the entire agreement of the parties. It may be amended in whole or in part from time to time in writing by mutual consent of the parties.

If these terms are satisfactory to the Authority, please execute this letter in the space provided below and return one copy of it to me.

Payment of CMA's compensation is due within 30 days of receipt of CMA's invoice following the closing of the financing or other work.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. McCarthy".

---

Richard N. McCarthy  
Senior Director, CMA

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Town of Orangetown



**DASNY**

**ANDREW M. CUOMO**  
Governor

**ALFONSO L. CARNEY, JR.**  
Chair

**REUBEN R. MCDANIEL, III**  
Acting President & CEO

February 3, 2020

**VIA EMAIL**

Ms. Amanda Hyland  
Confidential Assistant to the Town Supervisor  
Town of Orangetown  
26 West Orangeburg Road  
Orangeburgh, NY 10562

*Re: State and Municipal Facilities Program ("SAM")  
Improvements to Veteran's Memorial Park  
Project ID: #21590*

Dear Ms. Hyland:

As you know, the State has awarded the Town of Orangetown ("Grantee") a State and Municipal Facilities Program ("SAM") grant for the above-referenced project in the amount of \$250,000 (the "Grant").

DASNY will be undertaking a number of reviews as outlined in the attached Frequently Asked Questions (FAQs). ***Please read the FAQs. They provide information you will need throughout the grant administration process.***

This letter explains the documentation you will need to complete and return to DASNY. ***Please return the completed documentation described below within thirty days or send an email to [srosney@dasny.org](mailto:srosney@dasny.org) to let us know when you anticipate being able to return the information.***

To initiate the review process and as part of the legal review of your Grant, DASNY will need you to complete and return the following documents. The documents and their purposes are summarized below.

**Note: An Authorized Officer is someone who can bind the Grantee to a contract. Please contact the Grantee's attorney if there are any questions as to who can sign on behalf of the Grantee. By signing these documents, the person signing is certifying that they are authorized to bind the Grantee to the terms of the documents.**





**Grantee Certification**

- Certain laws prohibit the use of public funds to finance religious programs or programs that may favor one religion over another. As the issuer of the bonds that will finance the project to be funded with Grant funds, DASNY must verify that it is in compliance with all applicable Federal and State laws and regulations.

Accordingly, please review the attached Grantee Certification (at the end of this letter) to ensure it accurately states the purposes for which the Grant funds will be used. Please arrange for two Authorized Officers of your organization to sign the Grantee Certification.

**Project Certification**

- As the issuer of the bonds that will finance the project to be funded with Grant funds, DASNY must verify that it is in compliance with all applicable Federal and State laws and regulations. This includes verifying that Grant funds will not be used for a project that was previously funded with Grant proceeds, administered by DASNY, for substantially the same project at the same location as described in a Preliminary Application or Project Information Sheet DASNY processed within the last six (6) years.

Accordingly, please review the attached Project Certification (at the end of this letter) and arrange for an Authorized Officer of your organization to sign the Project Certification.

**W-9 Form**

- This form is utilized to set up the Grantee as a vendor in the DASNY's financial system. The Grantee's Federal Employer Identification Number (FEIN) or Taxpay Identification Number (TIN) is required to make payment. Please be sure that the FEIN number and Legal Organization name (as well as any d/b/a) is accurately reflected on the W-9. The Legal Organization name and FEIN should match the Legal Organization name and FEIN that the Internal Revenue Service has on file for the Grantee which should also correspond with the Grantee's Incorporation Papers.

**Grantee Questionnaire (GQ)**

- As the trustee of public funds, DASNY needs to be certain that bond proceeds are paid only to organizations that are deemed to be responsible entities. Full and accurate responses on the GQ will help to achieve this goal. The GQ must be completed, signed by an Authorized Officer of the Grantee, Chair of the Board (or other Authorized Officer) and each signature must be notarized by a New York State Notary Public before DASNY can process the grant. Please be advised that the GQ will be incorporated into the Grant Disbursement Agreement (the contract between DASNY and the Grantee) and that the submission of false information on the GQ could be a violation of Federal and State Penal Laws.



**Evidence of Site Control**

- Site control is required to evidence that the Grantee has sufficient authorization and control to undertake the project at the project location. In order to verify the Grantee owns, leases, or otherwise has control over the site where the project will be located, please provide a copy of the deed, lease, or other document evidencing site control by the Grantee. In the case of a vehicle purchase, title and registration will be needed at the time that requisitions for Grant funds are submitted. DASNY will also need to know the location for where the vehicle will be kept.

**Financial Documentation**

- Please send a copy of quotes, proposals, cost estimates or any other document that will justify the overall project value. As part of DASNY's financial review of the project, we must receive an estimate setting forth the projects costs necessary to complete the project. If the cost estimate is higher than the value of the grant, DASNY will need to see evidence of the other source(s) of funding for the project. Please see the attached checklist as a reference for what is needed for the financial review.

In addition to the above, an Environmental Manager from DASNY's Office of Environmental Affairs (OEA) will be contacting you regarding the environmental review required pursuant to the State Environmental Quality Review Act (SEQRA). If another agency, such as a municipality, has previously undertaken an environmental review for this project, you will be asked to set forth the lead agency for the review and provide a copy of its SEQR determination. If DASNY is the lead agency for the review, or the project to be funded with the grant is a Type II project, OEA will work with you to complete the required documentation.

For your convenience, we have enclosed a form cover letter for you to use when you return the completed documents to DASNY. Emailing your documents to Grants Administration staff will not expedite the process, so please send the package as directed to the address noted in the template cover letter. **Incomplete documents will delay the processing of your Grant application.** You will be contacted during the review process if additional information is needed.

In the meantime, please review the enclosed list of **Frequently Asked Questions**. This list was designed to answer many of the questions that you may have about the Grant process. **Please keep this document to use as a reference during the administration of the Grant.**

Should you have any questions concerning the enclosed documentation, please either call (518) 257-3177 or email [srosney@dasny.org](mailto:srosney@dasny.org) and I will contact you.

Sincerely,

Sean Rosney  
Grant Program Assistant



**TOWN ATTORNEY'S OFFICE**

**INTER-OFFICE MEMORANDUM**

DATE: February 4, 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

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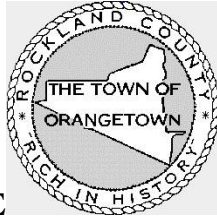
The following applicant is qualified, pursuant to the qualification certificate received from Eamon Reilly, Commissioner of the Department of Environmental Management and Engineering (original attached), and the bond and insurance certificates having been reviewed and approved (originals attached), from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

Cioffi 1, Inc.  
27 Skyline Drive  
Thiells, NY 10984  
Tel.: 845-429-7711

This Certificate of Registration has been placed on the next Regular Town Board Meeting agenda scheduled for February 11, 2020.

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

encl.



**TOWN ATTORNEY'S OFFICE**

**INTER-OFFICE MEMORANDUM**

**DATE:** February 4, 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.

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 February 11, 2020.

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

encl.



**TOWN ATTORNEY'S OFFICE**

**INTER-OFFICE MEMORANDUM**

DATE: February 4, 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) 2019

---

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.

RR Plumbing Services Corp.  
d/b/a/ Roto-Rooter  
525 Waverly Avenue  
Mamaroneck, NY 10543  
Tel.: 914-774-1791

This Certificate of Registration has been placed on the next Regular Town Board Meeting agenda scheduled for February 11 2020. 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.

DDM/mf  
encl.

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: Highway Department DATE: 1-27-2020

NAME(S) OF PERSON(S) TO ATTEND: James J. Dean

CONFERENCE, ETC. - NAME & LOCATION: NYSAOT 2020 Advocacy Day

CONFERENCE, ETC. DATE(S): March 3 - 4, 2020

WHAT DO YOU EXPECT TO GAIN FROM ATTENDANCE (ATTACH COPY OF BROCHURE): See attached brochure -

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

ESTIMATED EXPENSES:

Table with columns: Item, Schls. & Confs, Travel Exp\*, Total. Rows include Registration Fee, Lodging, Meals, Travel, Other, and Total. Handwritten values: Registration Fee \$0, Lodging 231.28, Meals 50.00, Travel 25.00, Total 306.28.

\*Use if only travel expense involved

REMAINING BALANCE IN 0441 Account: \$

IF TRAVEL ONLY, REMAINING BALANCE IN 0480 Account: \$ 306.28

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

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

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: Date: Retain photocopy for file.



search

Phone: 518-426-1023  
info@nystownhwys.org

« All Events

## 2020 Advocacy Day

**March 3 @ 8:00 am - March 4 @ 5:00 pm**

« NYSAOTSOH 2019 Annual Conference

2020 Highway School »

Hilton Albany

*Local Roads  
Matter.com*

+ GOOGLE CALENDAR + ICAL EXPORT



### Details

**Start:**  
March 3 @ 8:00 am

**End:**  
March 4 @ 5:00 pm

### Venue

Albany Hilton  
40 Lodge St  
Albany, NY 12207 United  
States + [Google Map](#)  
**Website:**  
<http://www.hiltonalbany.com/>

« NYSAOTSOH 2019 Annual Conference

2020 Highway School »



**Mailing Address:** 125 State Street  
Albany, NY 12207

**Phone:** 518-426-1023  
**Fax:** 518-426-3838  
[info@nystownhwys.org](mailto:info@nystownhwys.org)

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# LOCAL ROADS MATTER 2020

March 3-4 | Albany, NY

## REGISTRATION

### REGISTER NOW

#### Schedule of Events

##### Tuesday, March 3 | Hilton Albany

**3:30–5:00pm** Grassroots Campaign Check-In (North Foyer, Hilton Albany)

**5:00–6:00pm** Budget Briefing & Strategy Meeting (Ballroom A, Hilton Albany)

- Welcome Remarks: President, NYSAOTSOH
- Program Overview: President, NYSCHSA
- Political Update: Legislative Representatives: Bruce Geiger, NYSCHSA and Fred Hiffa, NYSAOTSOH
- Local Roads Matter Presentation: Legislative Committee Co-Chairs from NYSCHSA and NYSAOTSOH

**6:00–7:30pm** Local Roads Reception & Presentation (Ballroom BCDE, Hilton Albany)

**7:30pm** Dinner on Your Own

##### Wednesday, March 4 | Hilton Albany & Legislative Office Building (LOB)

**7:30–7:30am** Grassroots Campaign Information Table & Check-In Table Open (North Foyer, Hilton Albany)

**8:00–8:30am** NYS Highway and Bridge Organizational Meeting (Ballroom, Hilton Albany)

- Welcome Remarks & Introductions— President, NYSCHSA
- Our Needs Today—Local Roads Matter Presentation—Legislative Committee Co-Chairs from NYSCHSA and NYSAOTSOH
- Closing Remarks— President, NYSAOTSOH

**8:30am** Buses Begin Leaving for LOB (Hilton Albany Traffic Circle)

Buses run hourly between the Hilton Albany & the Madison Avenue side of the Legislative Office Building (LOB). Our buses are "Brown Coach Buses." The last bus leaving the LOB back to the hotel will be at **2:30pm**.

**9:00am–1:00pm** Legislative Meetings (LOB), Superintendents and Business Partners meet with State Legislators

## **LOCAL ROADS MATTER**

Grassroots Advocacy Campaign  
for Local Roads and Bridges

March 3-4, 2020  
Hilton Albany  
Albany, NY

**CO-HOSTED BY**

## **CONTACT US**

**NYSCHSA Headquarters**  
Trisha Czachor  
518.465.1694  
[info@countyhwys.org](mailto:info@countyhwys.org)

BID ITEM		Maintenance & Emergency Repair of				SHEET 1 OF 6	
Town of Orangetown Vehicular Traffic & Pedestrian Control Signals & Devices							
BID OPENING TIME		11:00AM		DATE		January 23, 2020	
CONTRACTOR NAME & ADDRESS		<i>Vede Electric Mt. Vernon, NY</i>					
DATE RECEIVED	10:01 AM 1/23/20						X
TIME RECEIVED	10:01 AM						
NON COLLUSION STATEMENT	✓						
<del>BID BOND</del> or CERTIFIED CHECK	✓						
<b>1. Maintenance:</b>							
Per Year:	\$60,900-	\$	\$	\$	\$		X
Total Gross Sum of Bid:	\$182,700-	\$	\$	\$	\$		
<b>2. Emergency Repairs Hourly Rate(s)</b>							
Item 1 - Hourly Rate 8:00 AM to 4:00 PM M - F							
<b>Hourly Rate</b>							
One Man w/ Service Truck	\$ 285-	\$	\$	\$	\$		X
One Man w/ Bucket Truck	\$ 320-	\$	\$	\$	\$		
One Additional Man							X
(if needed)	\$ 150-	\$	\$	\$	\$		
Item 2. Hourly Rate Midnight to 8:00 AM and 4:00 PM to Midnight M - F							
One Man w/Service Truck	\$ 396-	\$	\$	\$	\$		X
One Man w/Bucket Truck	\$ 371-	\$	\$	\$	\$		
One Additional Man							X
(if needed)	\$ 201-	\$	\$	\$	\$		
Item 3. Hourly Rate weekends and observed holidays							
One Man w/Service Truck	\$ 370-	\$	\$	\$	\$		X
One Man w/Bucket Truck	\$ 405-	\$	\$	\$	\$		
One Additional Man							X
(if needed)	\$ 235-	\$	\$	\$	\$		
<b>3. Traffic Signal Emergency Repair &amp; Component Replacement Itemized Proposal</b>							
Item 9: Raise or Lower Existing span: Estimated Quantity/1 Unit / EA							
Unit Bid Prices	\$ 1,000-	\$	\$	\$	\$		X
Item 10: Relocate Traffic Signal Head Raise or Lower Height of Pole Mounted/ Estimated Quantity 1 / Unit EA							
Unit Bid Prices	\$ 195-	\$	\$	\$	\$		X
Item 11: Traffic Control Signal or Flashing Beacon/ Estimated Quantity 1 / Unit EA							
Unit Bid Prices	\$ 750-	\$	\$	\$	\$		X
680.8103 - Traffic Signal Section, 8"/ Estimated Quantity 1 / Unit EA							
Unit Bid Prices	\$ 190-	\$	\$	\$	\$		X
680.810301 - Traffic Signal Module, 8" Red Ball LED/ Estimated Quantity 1 / Unit EA							
Unit Bid Prices	\$ 300-	\$	\$	\$	\$		X
680.10303 - Traffic Signal Module, 8" Yellow Ball LED/ Estimated Quantity 1 / Unit EA							
Unit Bid Prices	\$ 320-	\$	\$	\$	\$		X

**BID OPENING TIME** 11:00AM **DATE** January 23, 2020

**CONTRACTOR NAME & ADDRESS**  
*Verde Electric  
 Mt. Vernon, NY*

**DATE RECEIVED** 1/23/20  
**TIME RECEIVED** 10:01 AM  
**NON COLLUSION STATEMENT**   
**BID BOND or CERTIFIED CHECK**

680.810305 - Traffic Signal Module, 8" Green Ball LED/ Estimated Quantity 1 / Unit EA						
<b>Unit Bid Prices</b>	\$ 400-	\$	\$	\$	\$	
680.810307 - Traffic Signal Section, 8" Type 1/ Estimated Quantity 1 / Unit EA						
<b>Unit Bid Prices</b>	\$ 138-	\$	\$	\$	\$	
680.810308 - Install Ball/Arrow LED Traffic Signal Module/ Estimated Quantity 1 / Unit EA						
<b>Unit Bid Prices</b>	\$ 200-	\$	\$	\$	\$	
680.8111 - Traffic Signal Bracket Assembly, 1 Way/ Estimated Quantity 1 / Unit EA						
<b>Unit Bid Prices</b>	\$ 400-	\$	\$	\$	\$	
680.8112 - Traffic Signal Bracket Assembly, 2/ Estimated Quantity 1 / Unit EA						
<b>Unit Bid Prices</b>	\$ 500-	\$	\$	\$	\$	
680.8113 - Traffic Signal Bracket Assembly, 3/ Estimated Quantity 1 / Unit EA						
<b>Unit Bid Prices</b>	\$ 850-	\$	\$	\$	\$	
680.8114 - Traffic Signal Bracket Assembly, 4/ Estimated Quantity 1 / Unit EA						
<b>Unit Bid Prices</b>	\$ 1,000-	\$	\$	\$	\$	
680.813103 - Pedestrian Signal Section 12", Type 1/ Estimated Quantity 1 / Unit EA						
<b>Unit Bid Prices</b>	\$ 247-	\$	\$	\$	\$	
680.813104 - Install LED Pedestrian Signal Module / Estimated Quantity 1 / Unit EA						
<b>Unit Bid Prices</b>	\$ 200-	\$	\$	\$	\$	
680.813105 - Pedestrian Signal Modal 12" Bi-Modal Hand /Man Symbols LED/ Estimated Quantity 1 / Unit EA						
<b>Unit Bid Prices</b>	\$ 575-	\$	\$	\$	\$	
680.8141 - Pedestrian Signal Bracket Mount Assembly / Estimated Quantity 1 / Unit EA						
<b>Unit Bid Prices</b>	\$ 550-	\$	\$	\$	\$	
680.8201 - Overhead Sign Assembly, Type A / Estimated Quantity 1 / Unit EA						
<b>Unit Bid Prices</b>	\$ 700-	\$	\$	\$	\$	
680.8206 - Overhead Sign Assembly, Type F / Estimated Quantity 1 / Unit EA						
<b>Unit Bid Prices</b>	\$ 950-	\$	\$	\$	\$	
680.8220 - Flashing Beacon Sign Assembly/ Estimated Quantity 1 / Unit EA						
<b>Unit Bid Prices</b>	\$ 7,500-	\$	\$	\$	\$	
680.8222 - Pedestrian Push Button and Sign-w/o post/ Estimated Quantity 1 / Unit EA						
<b>Unit Bid Prices</b>	\$ 440-	\$	\$	\$	\$	
680.8228 - Pedestrian Push Button and Sign with post/ Estimated Quantity 1 / Unit EA						
<b>Unit Bid Prices</b>	\$ 2,095-	\$	\$	\$	\$	

**BID OPENING TIME** 11:00AM **DATE** January 23, 2020

**CONTRACTOR NAME & ADDRESS**  
*Verde Electric  
 Mt. Vernon, NY*

<b>DATE RECEIVED</b>	1/23/20					X
<b>TIME RECEIVED</b>	10:01 AM					
<b>NON COLLUSION STATEMENT</b>						
<b>BID BOND or CERTIFIED CHECK</b>						

08680.94 - Traffic Signal Service Entrance w/o meter/ Estimated Quantity 1 / Unit EA						
<b>Unit Bid Prices</b>	\$ 1,320-	\$	\$	\$	\$	X
15680.950206 - Service Cable, 2 Conductor, #6 AWG/ Estimated Quantity 50 / Unit LF						
<b>Unit Bid Prices</b>	\$ 6-	\$	\$	\$	\$	
C 680.58 - Microwave Vehicle Detector/ Estimated Quantity 1 / Unit EA						
<b>Unit Bid Prices</b>	\$ 1,500-	\$	\$	\$	\$	X
680.6812 - Traffic Signal Pole Bracket Mount 12 Feet / Estimated Quantity 1 / Unit EA						
<b>Unit Bid Prices</b>	\$ 2,390-	\$	\$	\$	\$	X
C 680.6812 - Traffic Signal Pole Bracket Mount, 12 Feet Nostalgia / Estimated Quantity 1 / Unit EA						
<b>Unit Bid Prices</b>	\$ 4,995-	\$	\$	\$	\$	
680.6820 - Traffic Signal Pole Bracket Mount, 20 Ft./ Estimated Quantity 1 / Unit EA						
<b>Unit Bid Prices</b>	\$ 3,250-	\$	\$	\$	\$	X
680.7001 - Span Wire Assembly / Estimated Quantity 1 / Unit EA						
<b>Unit Bid Prices</b>	\$ 2,400-	\$	\$	\$	\$	X
680.7004 - Messenger Assembly / Estimated Quantity 50 / Unit LF						
<b>Unit Bid Prices</b>	\$ 5-	\$	\$	\$	\$	
680.700603 - Riser Assembly, 1" D/ Estimated Quantity 1 / Unit EA						
<b>Unit Bid Prices</b>	\$ 1,320-	\$	\$	\$	\$	X
680.700606 - Riser Assembly, 2" D/ Estimated Quantity 1 / Unit EA						
<b>Unit Bid Prices</b>	\$ 1,700-	\$	\$	\$	\$	X
680.71 - Shielded Lead - In Cable / Estimated Quantity 100 / Unit LF						
<b>Unit Bid Prices</b>	\$ 4.50	\$	\$	\$	\$	
680.72 - Inductance Loop Wire/ Estimated Quantity 200 / Unit LF						
<b>Unit Bid Prices</b>	\$ 3.50	\$	\$	\$	\$	X
680.730214 - Signal Cable, 2 Conductor #14 / Estimated Quantity 100 / Unit LF						
<b>Unit Bid Prices</b>	\$ 3.30	\$	\$	\$	\$	X
680.730514 - Signal Cable, 5 Conductor #14 / Estimated Quantity 100 / Unit LF						
<b>Unit Bid Prices</b>	\$ 4.50	\$	\$	\$	\$	X
680.731014 - Signal Cable, 10 Conductor #14 / Estimated Quantity 100 / Unit LF						
<b>Unit Bid Prices</b>	\$ 5.75	\$	\$	\$	\$	X
680.731514 - Signal Cable, 15 Conductor #14 / Estimated Quantity 100 / Unit LF						
<b>Unit Bid Prices</b>	\$ 6.75	\$	\$	\$	\$	X

**BID OPENING TIME** 11:00AM **DATE** January 23, 2020

**CONTRACTOR NAME & ADDRESS**  
*Verde Electric  
 Mt. Vernon, NY*

**DATE RECEIVED**  
**TIME RECEIVED**  
**NON COLLUSION STATEMENT**  
**BID BOND or**

680.731914 - Signal Cable, 19 Conductor #14 / Estimated Quantity 100 / Unit LF						X
Unit Bid Prices	\$ 10. <sup>00</sup>	\$	\$	\$	\$	
680.8101 - Traffic Signal Section, 12" / Estimated Quantity 1 / Unit EA						X
Unit Bid Prices	\$ 229-	\$	\$	\$	\$	
680.810101 - Traffic Signal Module, 12" Red Ball LED / Estimated Quantity 1 / Unit EA						X
Unit Bid Prices	\$ 375-	\$	\$	\$	\$	
680.810103 - Traffic Signal Module, 12" Yellow Ball LED / Estimated Quantity 1 / Unit EA						X
Unit Bid Prices	\$ 395-	\$	\$	\$	\$	
680.810105 - Traffic Signal Module, 12" Green Ball LED / Estimated Quantity 1 / Unit EA						X
Unit Bid Prices	\$ 475-	\$	\$	\$	\$	
680.810107 - Traffic Signal Section, 12" Type 1 / Estimated Quantity 1 / Unit EA						X
Unit Bid Prices	\$ 165-	\$	\$	\$	\$	
680.810108 - Traffic Signal Section, 12" Bi-Modal Y/G Arrow LED / Estimated Quantity 1 / Unit EA						X
Unit Bid Prices	\$ 495-	\$	\$	\$	\$	
12 - Modify Signal Head to Provide for Additional Face(s) / Estimated Quantity 1 / Unit EA						X
Unit Bid Prices	\$ 300-	\$	\$	\$	\$	
13 - Traffic Signal Pole, Wood, Class 1, 40 Foot/ Estimated Quantity 1 / Unit EA						X
Unit Bid Prices	\$ 2,850-	\$	\$	\$	\$	
14 - Install Steel Traffic Signal Pole / Estimated Quantity 1 / Unit EA						X
Unit Bid Prices	\$ 1,850-	\$	\$	\$	\$	
15 - Breakaway Transformer Base / Estimated Quantity 1 / Unit EA						X
Unit Bid Prices	\$ 900-	\$	\$	\$	\$	
16 - Install 3"D Weatherhead on Existing Traffic Signal Pole / Estimated Quantity 1 / Unit EA						X
Unit Bid Prices	\$ 1,200-	\$	\$	\$	\$	
17 - Install 3"D Conduit Bend on Existing Traffic Signal Pole / Estimated Quantity 1 / Unit EA						X
Unit Bid Prices	\$ 900-	\$	\$	\$	\$	
18 - Paint Traffic Signal Pole / Estimated Quantity 1 / Unit EA						X
Unit Bid Prices	\$ 420-	\$	\$	\$	\$	
19 - Paint Traffic Signal Face / Estimated Quantity 1 / Unit EA						X
Unit Bid Prices	\$ 100-	\$	\$	\$	\$	
20 - Alter Elevation of Pull Box / Estimated Quantity 1 / Unit EA						X
Unit Bid Prices	\$ 450-	\$	\$	\$	\$	



BID ITEM		Maintenance & Emergency Repair of			SHEET 5 OF 6	
Town of Orangetown Vehicular Traffic & Pedestrian Control Signals & Devices						
BID OPENING TIME		11:00AM		DATE January 23, 2020		
CONTRACTOR NAME & ADDRESS		<i>Vecole Electric MT. VERNON, NJ</i>				
DATE RECEIVED						X
TIME RECEIVED						
NON COLLUSION STATEMENT						
BID BOND or CERTIFIED CHECK						
21 - Solid State Flasher and Cabinet / Estimated Quantity 1 / Unit EA						
Unit Bid Prices	\$ 1,500-	\$	\$	\$	\$	X
22 - Solid State Flasher W/O Cabinet / Estimated Quantity 1 / Unit EA						
Unit Bid Prices	\$ 350-	\$	\$	\$	\$	X
23 - Relocate Controller and Cabinet to New Pole/ Estimated Quantity 1 / Unit EA						
Unit Bid Prices	\$ 1,200-	\$	\$	\$	\$	X
24 - Relocate Controller and Cabinet to New Pole/ Estimated Quantity 1 / Unit EA						
Unit Bid Prices	\$ 4,500-	\$	\$	\$	\$	X
25 - Solid State Timer / Estimated Quantity 1 / Unit EA						
Unit Bid Prices	\$ 800-	\$	\$	\$	\$	X
206.03 - Conduit Excavation and Backfill / Estimated Quantity 100 / Unit LF						
Unit Bid Prices	\$ 80-	\$	\$	\$	\$	X
680.5001 - Pole Excavation and Concrete Foundation / Estimated Quantity 1 / Unit CY						
Unit Bid Prices	\$ 2,100-	\$	\$	\$	\$	X
680.510501 - Pull Box 26" x 18" / Estimated Quantity 1 / Unit EA						
Unit Bid Prices	\$ 1,400-	\$	\$	\$	\$	X
680.520104 - Conduit, 1 1/4" Steel / Estimated Quantity 50 / Unit LF						
Unit Bid Prices	\$ 20-	\$	\$	\$	\$	X
680.520106 - Conduit, 2" Steel / Estimated Quantity 50 / Unit LF						
Unit Bid Prices	\$ 30-	\$	\$	\$	\$	X
680.520203 - Conduit Liquid Tight Steel, 1" / Estimated Quantity 10 / Unit LF						
Unit Bid Prices	\$ 20-	\$	\$	\$	\$	X
680.54 - Inductance Loop Installation / Estimated Quantity 100 / Unit LF						
Unit Bid Prices	\$ 25-	\$	\$	\$	\$	X
C 680.801146 - Microcomputer Only, Type 2070 / Estimated Quantity 1 / Unit EA						
Unit Bid Prices	\$ 5,000-	\$	\$	\$	\$	X
C 680.803246 - Microcomputer, Type 2070 w/Red Monitor Board with Cabinet, Type 330 Estimated Quantity 1/ Unit EA						
Unit Bid Prices	\$ 14,000-	\$	\$	\$	\$	X
C 680.803298 - Microcomputer, Type 2070 w/Red Monitor Board with Cabinet, Type 330						
Unit Bid Prices	\$ 15,000-	\$	\$	\$	\$	X

**BID ITEM**      Maintenance & Emergency Repair of      **SHEET**      6 OF 6  
 Town of Orangetown Vehicular Traffic & Pedestrian Control Signals & Devices

**BID OPENING TIME**      11:00AM      **DATE**      January 23, 2020

**CONTRACTOR NAME & ADDRESS**  
*Verde Electric  
 Mt. Vernon, NY*

<b>DATE RECEIVED</b>							
<b>TIME RECEIVED</b>							
<b>NON COLLUSION STATEMENT</b>							
<b>BID BOND or CERTIFIED CHECK</b>							

680.94997008 - Furnish and Install Electrical Disconnect/ Generator Transfer Switch /							
Estimated Quantity 1/ Unit EA							
<b>Unit Bid Prices</b>	\$ 1,400-	\$	\$	\$	\$	\$	
680.8230 - Fire Pre - Emption Tell Tale Light / Estimated Quantity 2 / Unit EA							
<b>Unit Bid Prices</b>	\$ 950-	\$	\$	\$	\$	\$	
680.56050008 - Remove and Reinstall Emergency Pre-Emption System/ Estimated Quantity 2 / Unit EA							
<b>Unit Bid Prices</b>	\$ 1,950-	\$	\$	\$	\$	\$	
680.94990008 - Video Vehicle Presence Detector System (Grid Smart)/							
Estimated Quantity/ 10 / Unit EA							
<b>Unit Bid Prices</b>	\$ 26,650-	\$	\$	\$	\$	\$	

**JAMES J. DEAN**  
Superintendent of Highways  
Roadmaster IV

Orangetown Representative:

R.C. Soil & 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](mailto:highwaydept@orangetown.com)

Affiliations:

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

January 31, 2020

TO Allison Kardon, Confidential Assistant to Town Supervisor  
FROM: James J. Dean, Superintendent of Highways  
RE: Bid Award – Verde Electric Maintenance Corporation

---

**Please place on the Town Board Workshop of February 11, 2020:**

RESOLVED, WHEREAS, the Superintendent of Highways duly advertised for sealed bids for Maintenance & Minor Repair of Vehicular Traffic & Pedestrian Control Signal & Devices, which were received and publicly opened on January 23, 2020.

This bid is hereby awarded to Verde Electric Maintenance Corporation, the only bidder, in the amount of \$ 60,900.00 per year; \$ 182,700.00 for a three (3) year term.



**Town of Orangetown Department of Recreation and Parks 2020 Fee Schedule (Proposed)**

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

<b>Orangetown Youth Groups 2.5 hrs. (softball 2 hrs.)</b>		
<b>Location</b>	<b>2016 Fee</b>	<b>2020 Fee</b>
Field/Courts/Rink w/o Light Use	No Charge	No Charge
Softball Fields/Courts w/Lights	\$20.00	\$25.00
Baseball Fields w/Lights	\$30.00	\$35.00
In-Line Rink w/Lights	\$20.00	\$25.00
Athletic Sports Camps (for profit)	\$50.00 hr.	\$55.00

<b>Orangetown Adult Groups and Leagues 2.5 hrs. (softball 2 hrs.)</b>		
<b>Location</b>	<b>2016 Fee</b>	<b>2020 Fee</b>
Softball Fields w/o Lights	\$40.00	\$45.00
Softball Fields w/Lights	\$65.00	\$70.00
Baseball Fields w/Lights	\$50.00	\$55.00
Baseball Fields w/Lights	\$75.00	\$80.00
Athletic Fields/Courts w/o Lights	\$40.00	\$45.00
Athletic Fields/Courts w/Lights	\$65.00	\$70.00
In-Line Rink Use w/o Lights	\$40.00	\$45.00
In-Line Rink Use w/Lights	\$65.00	\$70.00

<b>College Use Non-Turf Field</b>		
<b>Location:</b>	<b>2016 Fee</b>	<b>2020 Fee</b>
College Field Use w/o Lights	\$300.00 3 hrs.	\$150.00 3 hrs.
College Field Use w/Lights	\$350.00 3 hrs.	\$175.00 3 hrs.

<b>Artificial Turf Field</b>				
<b>Location</b>	<b>Resident 2016</b>	<b>Resident 2020</b>	<b>Non-Resident 2016</b>	<b>Non-Resident 2020</b>
Soccer Complex w/o lights	\$140.00 per hr.	\$100.00 per hr.	\$280.00 per hr.	\$200.00 per hr.
Soccer Complex w/ lights	\$155.00 per hr.	\$115.00 per hr.	\$310.00 per hr.	\$230.00 per hr.

<b>General Fees</b>		
<b>Location</b>	<b>2016 Fee</b>	<b>2020 Fee</b>
Park Permit for General Use	\$35.00 plus labor	\$40.00 plus labor
Showmobile Use Fee	\$400.00 per event/day plus labor	\$500.00 per event/day plus labor
Greenbush Auditorium (outside groups)	\$45.00	\$50.00
Court Room (outside groups)	\$45.00	\$50.00
Commercial Filming/Photography on Parkland	\$100.00 per. hr.	\$150.00

<b>Non-Resident Groups/Organizations/Leagues 2.5 hrs. (softball 2 hrs.)</b>		
<b>Location</b>	<b>2016 Fee</b>	<b>2020 Fee</b>
Softball Fields w/o Lights	\$80.00	\$90.00
Softball Fields w/Lights	\$130.00	\$140.00
Baseball Fields w/o Lights	\$100.00	\$110.00
Baseball Fields w/Lights	\$150.00	\$160.00
Athletic Fields/Courts w/o Lights	\$80.00	\$90.00
Athletic Fields/Courts w/Lights	\$130.00	\$140.00
Park Permit for General Use	\$70.00 plus Labor	\$80.00 plus labor
In-Line Rink Use w/o Lights	\$80.00	\$90.00
In-Line Rink Use w/Lights	\$130.00	\$140.00

<b>Verified Charity Events 2.5 hrs. (softball 2 hrs.)</b>				
<b>Location</b>	<b>Resident 2016</b>	<b>Resident 2020</b>	<b>Non-Resident 2016</b>	<b>Non-Resident 2020</b>
Softball Fields w/o Lights	\$20.00	\$25.00	\$40.00	\$50.00
Softball Fields w/Lights	\$30.00	\$35.00	\$60.00	\$70.00
Baseball Fields w/Lights	\$25.00	\$30.00	\$50.00	\$60.00
Baseball Fields w/Lights	\$37.50	\$40.00	\$75.00	\$80.00
Athletic Fields/Courts w/o Lights	\$20.00	\$25.00	\$40.00	\$50.00
Athletic Fields/Courts w/Lights	\$30.00	\$30.00	\$60.00	\$60.00
Park Permit for General Use	\$15.00 plus labor	\$20.00 plus labor	\$30.00 plus labor	\$40.00 plus labor
In-Line Rink Use w/o Lights	\$20.00	\$25.00	\$40.00	\$50.00
In-Line Rink Use w/Lights	\$30.00	\$35.00	\$60.00	\$70.00





**DASNY**

**ANDREW M. CUOMO**  
Governor

**ALFONSO L. CARNEY, JR.**  
Chair

**REUBEN R. MCDANIEL, III**  
Acting President & CEO

January 17, 2020

**VIA EMAIL**

Mr. Donald Butterworth  
Chief  
Town of Orangetown  
26 Orangeburg Road  
Orangeburg, NY 10962

*Re: State and Municipal Facilities Program ("SAM")  
Purchase of 6 Equipped Police Vehicles  
Project ID: # 19104*

Dear Chief Butterworth:

As you are aware, the Town of Orangetown has been selected in accordance with procedures required to receive a State and Municipal Facilities Program ("SAM") grant in the amount of \$250,000. The project for which the Grant will be utilized is for the purchase of 6 equipped police vehicles.

Our records indicate that you have fulfilled all of the criteria necessary to receive a SAM Grant as set forth in the authorizing legislation for SAM.

Attached please find a pdf of the Grant Disbursement Agreement (the "GDA"). For your convenience a *Grant Disbursement Agreement Checklist* is attached to this email to assist you.

Please execute and date two (2) original GDAs and return them in their entirety to:

Grants Administration  
DASNY  
515 Broadway  
Albany, New York 12207

Please note that certain exhibits to the GDA must be completed prior to the disbursement of any grant funds, including:

**Exhibit A: Project Budget:** Please verify that the purpose and use of the Grant funds as described substantially comply with the description and budget provided by the Town of Orangetown in its Preliminary Application. Any deviation in purpose or use must be separately indicated and explained. Failure to do so may delay the processing of the GDA. **Please be sure to include anticipated project start and end dates relating to each task.**

**Exhibit B: Opinion of Counsel:** Please be sure that the opinion of counsel returned by the grantee substantially conforms to the template provided in Exhibit B and contains an original signature on the Attorney's letterhead.

Once the execution copies and the completed exhibits are returned to the Dormitory Authority of the State of New York ("DASNY"), we will ensure that they are completed properly and continue to satisfy the requirements of the SAM program. Upon DASNY's satisfactory review, a fully executed GDA will be returned to you. It is at that time you may begin the requisition process.

**Please note that there is a provision in the GDA that states all contractors and vendors retained to perform services in connection with the Project shall be authorized to do business in the State of New York and shall possess and maintain all professional licenses and/or certifications required to perform the tasks undertaken in connection with the Project.**

Should you or your attorney have any questions concerning the enclosed document, please call (518) 257-3177.

Thank you.

Sincerely,



Tammie C. Barnhart, MBA  
Senior Grant Administrator



This **GRANT DISBURSEMENT AGREEMENT** includes all exhibits and attachments hereto and is made on the terms and by the parties listed below and relates to the project described below:

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**DORMITORY AUTHORITY OF THE STATE OF NEW YORK (“DASNY”):**

515 Broadway  
Albany, New York 12207  
Contact: Karen Hunter  
Phone: (518) 257-3177  
E-mail: grants@dasny.org

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**THE GRANTEE:**

Town of Orangetown  
26 Orangeburg Road  
Orangeburg, NY 10962  
Contact: Mr. Donald Butterworth  
Phone: (845) 359-3726  
Email: DButterworth@Orangetown.com

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**THE PROJECT:**

Purchase of 6 Equipped Police Vehicles

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**PROJECT LOCATION:**

Orangetown Town Hall

**PROJECT ADDRESS:**

26 W. Orangeburg Road, Orangeburg, NY

**GRANT AMOUNT:**

\$250,000

**FUNDING SOURCE:**

State and Municipal Facilities Program  
("SAM")

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For Office Use Only:

**PRELIMINARY APPLICATION OR PROJECT INFORMATION SHEET DATE:**

05/15/2019

**DATE GDA SENT TO GRANTEE:**

01/17/2020

**DATE AGREEMENT SIGNED BY GRANTEE:**

**DATE AGREEMENT SIGNED BY DASNY:**

**EXPIRATION DATE OF THIS AGREEMENT:**

**Project ID:** 19104  
**FMS#:** 155112  
**GranteeID:** 2460  
**GrantID:** 20164

## TERMS AND CONDITIONS

### 1. The Project

The Grantee will perform tasks within the scope of the project description, budget, and timeline as set forth in the Project Budget attached hereto as Exhibit A (collectively, the "Project") which was described by the Grantee in the Preliminary Application or Project Information Sheet submitted by the Grantee, then reviewed by DASNY and approved by the State.

### 2. Project Budget and Use of Funds

- a) The Grantee will undertake and complete the Project in accordance with the overall budget, which includes the Grant funds, as set forth in the attached Exhibit A. The Grant will be applied to eligible expenses which are as described in the Preliminary Application or Project Information Sheet, and fall within the scope of the project description set forth in the attached Exhibit A.
- b) Grantee agrees and covenants to apply the Grant proceeds only to capital works or purposes, which shall consist of the following:
  - i. the acquisition, construction, demolition, or replacement of a fixed asset or assets;
  - ii. the major repair or renovation of a fixed asset, or assets, which materially extends its useful life or materially improves or increases its capacity; or
  - iii. the planning or design of the acquisition, construction, demolition, replacement, major repair or renovation of a fixed asset or assets, including the preparation and review of plans and specifications including engineering and other services, field surveys and sub-surface investigations incidental thereto.
- c) Grantee agrees and covenants that the Grant proceeds shall not be used for costs that are not capital in nature, which include, but shall not be limited to working capital, rent, utilities, salaries, supplies, administrative expenses, or to pay down debt incurred to undertake the Project.

### 3. Books and Records

The Grantee will maintain accurate books and records concerning the Project for six (6) years from the date the Project is completed and will make those books and records available to DASNY, its agents, officers and employees during Grantee's business hours upon reasonable request. In the event of earlier termination of this Agreement, such documentation shall be made available to DASNY, its agents, officers and employees for six (6) years following the date of such early termination.

#### 4. Conditions Precedent to Disbursement of the Grant

No Grant funds shall be disbursed until the following conditions have been satisfied:

- a) DASNY has received the project description, budget, and timeline as set forth in the attached Exhibit A, and an opinion of Grantee's counsel, in substantially the form attached hereto as Exhibit B; and
- b) The requirements of the SAM Program have been met; and
- c) The monies required to fund the Grant have been received by DASNY; and
- d) In the event of disbursement pursuant to paragraph 5(b) below, the Grantee has provided DASNY with documentation evidencing that a segregated account has been established by the Grantee into which Grant funds will be deposited (the "Segregated Account"). Eligible Expenses incurred in connection with the Project to be financed with Grant proceeds that are to be paid on invoice shall be paid out of the Segregated Account. The funds in such account shall not be used for any other purpose.
- e) The Grantee certifies that it is in compliance with the provisions of the SAM Program as well as this Agreement and that the Grant will only be used for the Project set forth in the Preliminary Application or Project Information Sheet and in Exhibit A hereto.
- f) Not-for-profit organizations are required to register and prequalify on the New York State Grants Gateway (<https://grantsmanagement.ny.gov/>) in order to receive Grant funds. The Grantee's Document Vault must be in prequalification status prior to any disbursements of the grant funds.

#### 5. Disbursement

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee, in the manner set forth in Exhibit D, as follows:

- a) Reimbursement: DASNY shall make payment directly to the Grantee in the amount of Eligible Expenses actually incurred and paid for by the Grantee, upon presentation to DASNY of:
  - i. the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments;
  - ii. copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor and proof of payment from the Grantee to the contractor and/or vendor in a form acceptable to DASNY; and
  - iii. such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred and paid by the Grantee in connection with the Project described herein; or

b) Payment on Invoice:

- i. DASNY may make payment directly to the Grantee in the amount of Eligible Expenses actually incurred by the Grantee, upon presentation to DASNY of:
  - 1) the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments;
  - 2) copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor in a form acceptable to DASNY evidencing the completion of work; and
  - 3) such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred by the Grantee in connection with the Project described herein.
- ii. The Grantee must deposit all Grant proceeds paid on invoice pursuant to this paragraph 5(b) into the Segregated Account established pursuant to Paragraph 4(d). All Eligible Expenses incurred in connection with the Project to be financed with Grant funds that are to be paid on invoice must be paid out of this account. The account shall not be used for any other purpose.
- iii. The Grantee must provide proof of disbursement of Grant funds to the respective contractor and/or vendor in a form acceptable to DASNY, within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. DASNY will not make any additional disbursements from Grant funds until such time as proof of payment is provided.
- iv. Utilizing the Grant funds paid to the Grantee pursuant to this section for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition shall constitute a default under this Agreement and shall, at a minimum, result in the denial of payment on invoice for subsequent requisitions.
- v. DASNY may deny payment on invoice at its sole and absolute discretion, thereby restricting the method of payment pursuant to this contract to reimbursement subject to the terms of Section 5(a).

c) Real Property Acquisition:

- i. Prior to closing on the sale of the subject real property, DASNY shall be provided with an executed Escrow Instruction Letter, signed by DASNY and an escrow agent approved by DASNY, a title report, the draft deed and any other documents requested by DASNY to justify and support the costs to be paid at the closing from Grant funds.
- ii. DASNY shall transfer the Grant funds to the escrow agent to hold in escrow pending closing. The Grant funds will be wired to the escrow agent not more than one (1) business day prior to the scheduled closing unless otherwise approved by DASNY.

- iii. On the day of the closing, the escrow agent shall provide DASNY with copies of the executed deed, a copy of the title insurance policy, the final closing statement setting forth costs to be paid at closing, and copies of any checks to be drawn against Grant funds.
  - iv. Upon DASNY approval, the escrow agent shall disburse the Grant funds as set forth in the documentation described in (iii), above.
- d) **Electronic Payments Program:** DASNY reserves the right to implement an electronic payment program (“Electronic Payment Program”) for all payments to be made to the Grantee thereunder. Prior to implementing an Electronic Payment Program, DASNY shall provide the Grantee written notice one hundred twenty days prior to the effective date of such Electronic Payment Program (“Electronic Payment Effective Date”). Commencing on or after the Electronic Payment Effective Date, all payments due hereunder by the Grantee shall only be rendered electronically, unless payment by paper check is expressly authorized by DASNY. Commencing on or after the Electronic Payment Effective Date the Grantee further acknowledges and agrees that DASNY may withhold any request for payment hereunder, if the Grantee has not complied with DASNY’s Policies and Procedures relating to its Electronic Payment Program in effect at such time, unless payment by paper check is expressly authorized by DASNY.
- e) In no event will DASNY make any payment which would cause DASNY’s aggregate disbursements to exceed the Grant amount.
- f) The Grant, or a portion thereof, may be subject to recapture by DASNY as provided in Section 9(c) hereof.

6. Non-Discrimination and Affirmative Action

The Grantee shall make its best effort to comply with DASNY’s Non-Discrimination and Affirmative Action policies set forth in Exhibit F to this Agreement.

7. No Liability of DASNY or the State

DASNY shall not in any event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Project and the Grantee hereby agrees to indemnify and hold harmless DASNY, the State and their respective agents, officers, employees and directors (collectively, the “Indemnitees”) from and against any and all such liability and any other liability for injury or damage, cost or expense resulting from the payment of the Grant by DASNY to the Grantee or use of the Project in any manner, including in a manner which, if the bonds are issued on a tax-exempt basis, (i) results in the interest on the bonds issued by DASNY the proceeds of which were used to fund the Grant (the “Bonds”) to be includable in gross income for federal income tax purposes or (ii) gives rise to an allegation against DASNY by a governmental agency or authority, which DASNY defends that the interest on the Bonds is includable in gross income for federal income tax purposes, other than that caused by the gross negligence or the willful misconduct of the Indemnitees.

## 8. Warranties and Covenants

The Grantee warrants and covenants that:

- a) The Grant shall be used solely for Eligible Expenses in accordance with the Terms and Conditions of this Agreement.
- b) No materials, if any, purchased with the Grant will be used for any purpose other than the eligible Project costs as identified in Exhibit A.
- c) The Grantee agrees to utilize all funds disbursed in accordance with this Agreement in accordance with the terms of the SAM Program.
- d) The Grantee is solely responsible for all Project costs in excess of the Grant. The Grantee will incur and pay Project costs and submit requisitions for reimbursement in connection with such costs.
- e) The Grantee has sufficient, secured funding for all Project costs in excess of the Grant, and will complete the Project as described in the Preliminary Application or Project Information Sheet and in this Agreement.
- f) The Grantee agrees to use its best efforts to utilize the Project for substantially the same purpose set forth in this Agreement until such time as the Grantee determines that the Project is no longer reasonably necessary or useful in furthering the public purpose for which the grant was made.
- g) There has been no material adverse change in the financial condition of the Grantee since the date of submission of the Preliminary Application or Project Information Sheet to DASNY.
- h) No part of the Grant will be applied to any expenses paid or payable from any other external funding source, including State or Federal grants, or grants from any other public or private source.
- i) The Grantee owns, leases, or otherwise has control over the site where the Project will be located. If the Project includes removable equipment or furnishings including but not limited to, computer hardware and software, air conditioning units, lab equipment, office furniture and telephone systems, Grantee will develop, implement and maintain an inventory system for tracking such removable equipment and furnishings.
- j) In the event the Grantee will utilize the Grant funds to acquire real property, the Grantee must retain title ownership to the real property. If at any time during the term of this Agreement the real property is repurchased by the Seller or otherwise conveyed to any entity other than the Grantee, the Grantee will notify DASNY within 10 business days from the date the contract of sale is executed OR within 10 business days from the date the Grantee initiates or is notified of the intent to transfer ownership of the real property, whichever is earlier. In that event, Grantee hereby agrees to repay to DASNY all Grant funds disbursed pursuant to this Agreement.
- k) The Project to be funded by the Grant will be located in the State of New York. If the Grant will fund all or a portion of the purchase of any type of vehicle, such vehicle will

be registered in the State of New York and a copy of the New York State Vehicle Registration documents will be provided to DASNY's Accounts Payable Department at the time of requisition.

- l) Grantee is in compliance with, and shall continue to comply in all material respects, with all applicable laws, rules, regulations and orders affecting the Grantee and the Project including but not limited to maintaining the Grantee's document vault on the New York State Grants Reform Gateway (<https://grantsmanagement.ny.gov/>).
- m) The Grantee has obtained all necessary consents and approvals from the property owner in connection with any work to be undertaken in connection with the Project.
- n) All contractors and vendors retained to perform services in connection with the Project shall be authorized to do business in the State of New York and/or filed such documentation, certifications, or other information with the State or County as required in order to lawfully provide such services in the State of New York. In addition, said contractor/vendors shall possess and maintain all professional licenses and/or certifications required to perform the tasks undertaken in connection with the Project.
- o) Neither the Grantee nor any of the members of its Board of Directors or other governing body or its employees have given or will give anything of value to anyone to procure the Grant or to influence any official act or the judgment of any person in the performance of any of the terms of this Agreement.
- p) The Grant shall not be used in any manner for any of the following purposes:
  - i. political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;
  - ii. religious worship, instruction or proselytizing as part of, or in connection with, the performance of this Agreement;
  - iii. payments to any firm, company, association, corporation or organization in which a member of the Grantee's Board of Directors or other governing body, or any officer or employee of the Grantee, or a member of the immediate family of any member of the Grantee's Board of Directors or other governing body, officer, or employee of the Grantee has any ownership, control or financial interest, including but not limited to an officer or employee directly or indirectly responsible for the preparation or the determination of the terms of the contract or other arrangement pursuant to which the proceeds of the Grant are to be disbursed. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five percent (5%) of the assets, stock, bonds or other dividend or interest-bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above; and

- iv. payment to any member of Grantee's Board of Directors or other governing body of any fee, salary or stipend for employment or services, except as may be expressly provided for in this Agreement.
- q) The relationship of the Grantee (including, for purposes of this paragraph, its officers, employees, agents and representatives) to DASNY arising out of this Agreement shall be that of an independent contractor. The Grantee covenants and agrees that it will conduct itself in a manner consistent with such status, that it will neither hold itself out as, nor claim to be, an officer, employee, agent or representative of DASNY or the State by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer, employee, agent or representative of DASNY or the State, including without limitation, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.
- r) The information contained in the Preliminary Application or Project Information Sheet submitted by the Grantee in connection with the Project and the Grant, as such may have been amended or supplemented and any supplemental documentation requested by the State or DASNY in connection with the Grant, is incorporated herein by reference in its entirety. In the event of an inconsistency between the descriptions, conditions, and terms of this Agreement and those contained in the Preliminary Application or Project Information Sheet, the provisions of this Agreement shall govern. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the Preliminary Application or Project Information Sheet and any supplemental information in making the Grant. The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Preliminary Application or Project Information Sheet, supplemental information, or otherwise in connection with the Grant and that the information contained in the Preliminary Application or Project Information Sheet and supplemental information continues on the date hereof to be materially correct and complete.
- s) The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Grantee Questionnaire ("GQ"), attached hereto as Exhibit C, or the Grantee's document vault in the New York State's Grants Reform Gateway completed by the Grantee in connection with the Project and the Grant, and that the responses in the GQ and the document vault continue on the date hereof to be materially correct and complete. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the GQ in making the Grant, and that the Grantee will be required to reaffirm the information therein each time a requisition for grant funds is presented to DASNY.
- t) The Grantee is duly organized, validly existing and in good standing under the laws of the State of New York, or is duly organized and validly existing under the laws of another jurisdiction and is authorized to do business and is in good standing in the State of New York and shall maintain its corporate existence in good standing in each such jurisdiction for the term of this Agreement, and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder;
- u) The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to



determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.

- v) The Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

## 9. Default and Remedies

- a) Each of the following shall constitute a default by the Grantee under this Agreement:
  - i. Failure to perform or observe any obligation, warranty or covenant of the Grantee contained herein, or the failure by the Grantee to perform the requirements herein to the reasonable satisfaction of DASNY and within the time frames established therefor under this Agreement.
  - ii. Failure to comply with any request for information reasonably made by DASNY to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant.
  - iii. The making by the Grantee of any false statement or the omission by the Grantee to state any material fact in or in connection with this Agreement or the Grant, including information provided in the Preliminary Application or Project Information Sheet or in any supplemental information that may be requested by the State or DASNY.
  - iv. The Grantee shall (A) be generally not paying its debts as they become due, (B) file, or consent by answer or otherwise to the filing against it of, a petition under the United States Bankruptcy Code or under any other bankruptcy or insolvency law of any jurisdiction, (C) make a general assignment for the benefit of its general creditors, (D) consent to the appointment of a custodian, receiver, trustee or other officer with similar powers of itself or of any substantial part of its property, (E) be adjudicated insolvent or be liquidated or (F) take corporate action for the purpose of any of the foregoing.
  - v. An order of a court having jurisdiction shall be made directing the sale, disposition or distribution of all or substantially all of the property belonging to the Grantee, which order shall remain undismitted or unstayed for an aggregate of thirty (30) days.
  - vi. The Grantee abandons the Project prior to its completion.
  - vii. The Grantee is found to have falsified or modified any documents submitted in connection with this grant, including but not limited to invoice, contract or payment documents submitted in connection with a Grantee's request for payment/reimbursement.

viii. Utilizing the Grant funds paid to the Grantee pursuant to Section 5(b) for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition.

b) Upon the occurrence of a default by the Grantee and written notice by DASNY indicating the nature of the default, DASNY shall have the right to terminate this Agreement.

c) Upon any such termination, DASNY may withhold any Grant proceeds not yet disbursed and may require repayment of Grant proceeds already disbursed. If DASNY determines that any Grant proceeds had previously been released based upon fraudulent representations or other willful misconduct, DASNY may require repayment of those funds and may refer the matter to the appropriate authorities for prosecution. DASNY shall be entitled to exercise any other rights and seek any other remedies provided by law.

#### 10. Term of Agreement

Notwithstanding the provisions of Section 9 hereof, this Agreement shall terminate three (3) years after the latest date set forth on the front page hereof without any further notice to the Grantee. DASNY, in its sole discretion, may extend the term of this Agreement upon a showing by the Grantee that the Project is under construction and is expected to be completed within the succeeding twelve (12) months. All requisitions must be submitted to DASNY in proper form prior to the termination date in order to be reimbursed.

#### 11. Project Audit

DASNY shall, upon reasonable notice, have the right to conduct, or cause to be conducted, one or more audits, including field inspections, of the Grantee to assure that the Grantee is in compliance with this Agreement. This right to audit shall continue for six (6) years following the completion of the Project or earlier termination of this Agreement.

#### 12. Survival of Provisions

The provisions of Sections 3, 7, 8(o), 8(p) and 11 shall survive the expiration or earlier termination of this Agreement.

#### 13. Notices

Each notice, demand, request or other communication required or otherwise permitted hereunder shall be in writing and shall be effective upon receipt if personally delivered or sent by any overnight service or three (3) days after dispatch by certified mail, return receipt requested, to the addresses set forth on this document's cover page.

#### 14. Assignment

The Grantee may not assign or transfer this Agreement or any of its rights hereunder.

#### 15. Modification

This Agreement may be modified only by a written instrument executed by the party against whom enforcement of such modification is sought.

## 16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement shall be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Agreement or any part of it. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provision(s) had never been contained herein.

## 17. Confidentiality of Information

Any information contained in reports made to DASNY or obtained by DASNY as a result of any audit or examination of Grantee's documents or relating to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, provided that such information is clearly marked "confidential" by the Grantee that concerns or relates to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses or expenditures, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, which is determined by DASNY to be exempt from public disclosure under the Freedom of Information Law, shall be considered business confidential and is not to be released to anyone, except DASNY and staff directly involved in assisting the Grantee, without prior written authorization from the Grantee, as applicable. Notwithstanding the foregoing, DASNY will not be liable for any information disclosed, in DASNY's sole discretion, pursuant to the Freedom of Information Law, or which DASNY is required to disclose pursuant to legal process.

## 18. Executory Clause

This Agreement shall be deemed executory to the extent of monies available for the SAM Program to DASNY.

Town of Orangetown

Purchase of 6 Equipped Police Vehicles  
Project ID 19104

This agreement is entered into as of the latest date written below:

**GRANTEE: TOWN OF ORANGETOWN**

\_\_\_\_\_  
**(Signature of Grantee Authorized Officer)**

\_\_\_\_\_  
(Printed Name and Title)

Date: \_\_\_\_\_

**DORMITORY AUTHORITY OF THE STATE OF NEW YORK**

\_\_\_\_\_  
**(Signature of DASNY Authorized Officer)**

\_\_\_\_\_  
(Printed Name)

Date: \_\_\_\_\_

## **GRANT DISBURSEMENT AGREEMENT**

### **EXHIBITS**

EXHIBIT A	Project Budget
EXHIBIT B	Opinion of Counsel
EXHIBIT C	Grantee Questionnaire
EXHIBIT D	Disbursement Terms
EXHIBIT E	Payment Requisition Form and Dual Certification
EXHIBIT E-1	Payment Requisition Cover Letter
EXHIBIT E-2	Payment Requisition Back-up Summary
EXHIBIT F	Non-Discrimination and Affirmative Action Policy

**EXHIBIT A: Project Budget**

Town of Orangetown  
Purchase of 6 Equipped Police Vehicles  
Project ID 19104

USE OF FUNDS	TIMELINE		SOURCES				Total	
	Anticipated Dates**		DASNY Share	In-Kind/Equity/Sponsor		Other Sources		
Project Description*	Start	End	Amount	Source Name	Amount	Entity Name	Amount	
Purchase of 6 Equipped Police Vehicles			\$250,000					\$250,000

\* Please note that the project description as set forth in this column must summarize the scope of the Eligible Expenses set forth in the Preliminary Application or Project Information Sheet as per Section 2(a) of this Agreement for which reimbursement or payment on invoice will be sought. Please ensure that the project description is an appropriate summary of the Eligible Expenses for which grantee will be submitting for requisition. The failure to ensure **all** Eligible Expenses are consistent with the project description may delay payment.

\*\* Please be sure to complete the anticipated start and end dates in the Project timeline above before returning to DASNY.

**EXHIBIT B: Opinion of Counsel**

[Letterhead of Counsel to the Grantee]

**[Date – letter cannot be signed and dated prior to GDA execution date on pg.12 to be inserted as noted below]**

DASNY  
515 Broadway  
Albany, New York 12207

Attn: Michael E. Cusack, General Counsel

*Re: State and Municipal Facilities Program (“SAM”) Grant  
Purchase of 6 Equipped Police Vehicles  
Project ID 19104*

Ladies and Gentlemen:

I have acted as counsel to Town of Orangetown (the “Grantee”) in connection with the Project referenced above. In so acting, I have reviewed a certain Grant Disbursement Agreement between you and the Grantee, executed by the Grantee on [***Insert date Agreement executed by Grantee on pg. 12***] (the “Agreement”) and such other documents as I consider necessary to render the opinion expressed hereby.

Based on the foregoing, I am of the opinion that:

1. the Grantee is duly organized, validly existing and in good standing under the laws of the State of New York [**or**, is duly organized and validly existing under the laws of another jurisdiction and is authorized to do business and is in good standing in the State of New York] and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder; and
2. the Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

Very truly yours,

**[Attorney signature – please return with original signature via regular mail after removing one of the clauses in paragraph #1 listed above ]**

## EXHIBIT C: Grantee Questionnaire

### **PLEASE READ THE FOLLOWING:**

- 1) If a completed Grantee Questionnaire is inserted as Exhibit C in this GDA you acknowledge the following:
  - This inserted Grantee Questionnaire is an accurate and true copy of such previously submitted DASNY Grantee Questionnaire.
  - The Grantee certifies that there has been no material change in the information provided in the Grantee Questionnaire.
- 2) If a new Grantee Questionnaire is requested\*, answer all questions and append any needed attachments. Authorized Signatures must be original and each authorized signature notarized individually by a registered New York State Notary Public.

*In addition, DASNY will not accept the Grantee Questionnaire if the notary's dates fall after the date the Authorized Officer signed the GDA on page 12.*

***Note: If the Grantee Questionnaire is more than a year old when you return the GDA, DASNY may require you to fill out a new Grantee Questionnaire which may delay the GDA execution process.***

\*If you need a new Grantee Questionnaire please email [Grants@dasny.org](mailto:Grants@dasny.org) to request a fill-in template of the Grantee Questionnaire.



## EXHIBIT D: Disbursement Terms

Town of Orangetown  
Purchase of 6 Equipped Police Vehicles  
Project ID 19104

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee as follows:

### Standard Reimbursement

DASNY shall make payment to the Grantee, no more frequently than monthly, based upon Eligible Expenses (as set forth and in accordance with the schedule in Exhibit A) actually incurred by the Grantee, in compliance with Exhibit A and upon presentation to DASNY of the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments, together with such supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were actually incurred by the Grantee in connection with the Project described herein. Payment shall be made by reimbursement, subject to the terms and conditions of Sections 4 and 5(a) of this Agreement; by payment on invoice subject to the terms and conditions of Sections 4 and 5(b) of this Agreement; or, for real property acquisition, subject to the terms and conditions of Sections 4 and 5(c) of this Agreement.

Supporting documentation acceptable to DASNY must be provided prior to payment, including invoices and proof of payment in a form acceptable to DASNY. If the fronts and backs of canceled checks cannot be obtained from the Grantee's financial institution, a copy of the front of the check must be provided, along with a copy of a bank statement clearly showing that payment was made by the Grantee to the contractor. DASNY reserves the right to request additional supporting documentation in connection with requests for payment, including the backs of canceled checks, certifications from contractors or vendors, or other documentation to verify that grant funds are properly expended. *Please note that quotes, proposals, estimates, purchase orders, and other such documentation **do NOT** qualify as invoices.*

The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.

All expenses submitted for reimbursement or payment on invoice must be for work completed at the approved Project location(s) and/or items received at the approved Project location(s) prior to the date of the request for reimbursement/payment. In addition, if funds are requisitioned for the purchase of a vehicle, the New York State Vehicle Registration Documents and title must be submitted along with the requisition forms.

**EXHIBIT E: Payment Requisition Form and Dual Certification**

Town of Orangetown  
Purchase of 6 Equipped Police Vehicles  
Project ID 19104

<b>For Office Use Only:</b>		
<b>FMS#:</b> 155112	<b>GranteeID:</b> 2460	<b>GrantID:</b> 20164

Payment Request #

For work completed between  /  /  and  /  /

**THIS REQUEST:**

A: DASNY SHARE*	B: THIS REQUEST	C: TOTAL REQUESTED PRIOR TO THIS REQUEST	D: A-B-C BALANCE
\$ 250,000			

\* Please note that when submitting a requisition for payment, DASNY can only reimburse for capital expenditures for the Project as set forth in Exhibit A of this Agreement. In addition, all capital expenditures are to be both incurred (billed to) and paid for by the named Grantee. Capital expenditures include the costs of acquisition, design, construction, reconstruction, rehabilitation, preservation, development, improvement, modernization and equipping of the approved Project location.

## EXHIBIT E: Payment Requisition Form and Dual Certification

### DUAL CERTIFICATION

This certification must be signed by two Authorized Officers of the Town of Orangetown, for Project # 19104.

We hereby warrant and represent to DASNY that:

1. To the best of our knowledge, information and belief, the expenditures described in Payment Requisition Request # \_\_\_\_\_ attached hereto in the amount of \$ \_\_\_\_\_ for which Town of Orangetown, is seeking payment and/or reimbursement comply with the requirements of the Agreement between DASNY and Town of Orangetown (the "Agreement"), are Eligible Expenses, and that the payment and/or reimbursement of expenditures for which it is seeking payment and/or reimbursement from DASNY does not duplicate reimbursement or disbursement of costs and/or expenses from any other source.
2. The warranties and covenants contained in Section 8 of the Agreement are true and correct as if made on the date hereof.
3. The Eligible Expenses for which reimbursement is sought in connection with this requisition were actually incurred by the Grantee named on the cover page of this Agreement, and/or will be paid by the Grantee solely from the Segregated Account established pursuant to paragraph 4(d) of the Grant Disbursement Agreement to the contractor named on the invoices submitted in connection with this requisition and shall not be used for any other purpose.
4. All Project costs described in any contractor/vendor invoice submitted pursuant the payment requisition form have been completely and fully performed and/or received on site at the applicable project location prior to the date hereof.
5. Proof of disposition of funds from the Segregated Account to the contractor and/or vendors that are being paid on invoice, if any, will be provided to DASNY within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. We understand that in the event that acceptable proof of payment is not provided, DASNY will not make any additional disbursements from Grant funds until such time as such proof of payment is provided.
6. We have the authority to submit this requisition on behalf of Town of Orangetown. All eligible expenses have been incurred within the scope of the project description set forth in the schedule in Exhibit A to this Agreement.
7. The following documents are hereby attached for DASNY approval, in support of this requisition, and are accurate images of the original documents **(Please check off all that apply)**:
  - Readable copies of both front and back of canceled checks.
  - Readable copies of the front of the checks and copies of bank statements showing that the checks have cleared.
  - Copy of New York State Vehicle Registration and Title documents for all vehicles purchased with Grant funds.
  - Invoices/receipts for eligible goods/services that have been received/performed at the approved Project location(s) and a completed Exhibit E-2: Payment Requisition Back-up Summary.
  - Other:

**Authorized Officer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Authorized Officer Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT E-I: Payment Requisition Cover Letter**

ON GRANTEE'S LETTERHEAD

Date

Attention: Accounts Payable - Grants  
DASNY  
515 Broadway  
Albany, New York 12207

*Re: State and Municipal Facilities Program ("SAM") Grant  
Purchase of 6 Equipped Police Vehicles  
Project No. 19104*

To Whom It May Concern:

Enclosed please find our request for payment/reimbursement. The package includes completed Exhibits E and E-2, including a Dual Certification with original signatures from two authorized officers. I have also included supporting documentation and invoices, as summarized in Exhibit E-2.

Below I have checked off the relevant payment option and completed the required payment information. This information is complete and accurate as of the date of this letter:

1) <input type="checkbox"/>	We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by check.
<b>OR</b>	
2) <input type="checkbox"/>	We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by wire. The wire instructions for our account are as follows: BANK NAME: _____ ACCOUNT #: _____ ACCOUNT NAME: _____ ABA #: _____
<b>OR</b>	
3) <input type="checkbox"/>	We would like to be paid on invoice pursuant to Section 5(b) of the grant disbursement agreement. We have not paid the invoice(s) included in this request. We have established a <b>segregated account to be used solely for accepting and disbursing funds from DASNY for this grant and for no other purpose.</b> The wire instructions for this account are as follows: BANK NAME: _____ ACCOUNT #: _____ ACCOUNT NAME: _____ ABA #: _____

If any further information is needed, please contact me at ( ) \_\_\_\_\_.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT E-2: Payment Requisition Back-up Summary**

Town of Orangetown  
 Purchase of 6 Equipped Police Vehicles  
 Project ID 19104

Please list below all invoice amounts totaling the amount for which you are seeking reimbursement in this request. Invoices should be organized and total amount requested for reimbursement from grant subtotaled. Please use additional sheets if necessary.

VENDOR/ CONTRACTOR NAME	INVOICE/ APPLICATION #	AMOUNT REQUESTED FROM GRANT FUNDS	COMMENT
TOTAL Requested:			(Transfer total amount requested to Exhibit E pg. 18 column B)

## EXHIBIT F

### NON-DISCRIMINATION AND AFFIRMATIVE ACTION POLICY FOR THE PROJECT

It is the policy of the State of New York and DASNY, to comply with all federal, State and local law, policy, orders, rules and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, and to take affirmative action to ensure that Minority and Women-owned Business Enterprises (M/WBEs), Minorities Group Members and women share in the economic opportunities generated by DASNY's participation in projects or initiatives, and/or the use of DASNY funds.

- 1) The recipient of State funds represents that its equal employment opportunity policy statement incorporates, at a minimum, the policies and practices set forth below:
  - a) Grantee shall (i) not unlawfully discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, (ii) undertake or continue existing programs of affirmative action to ensure that Minority Group Members and women are afforded equal employment opportunities, and (iii) make and document its conscientious and active efforts to employ and utilize M/WBEs, Minority Group Members and women in its workforce on contracts. Such action shall be taken with reference to, but not limited to, solicitations or advertisements for employment, recruitment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
  - b) At the request of the AAO, the Grantee shall request each employment agency, labor union, or authorized representative of workers with whom it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative does not unlawfully discriminate, and that such union or representative will affirmatively cooperate in the implementation of the Grantee's obligations herein.
- 2) The Grantee is encouraged to include minorities and women in any job opportunities created by the Project; and to solicit and utilize M/WBE firms for any contractual opportunities generated in connection with the Project.
- 3) Grantee represents and warrants that, for the duration of the Agreement, it shall furnish all information and reports required by the AAO and shall permit access to its books and records by DASNY, or its designee, for the purpose of ascertaining compliance with provisions hereof.
- 4) Grantee shall include or cause to be included, paragraphs (1) through (3) herein, in every contract, subcontract or purchase order with a Contracting Party executed in connection with the Project, in such a manner that said provisions shall be binding upon each Contracting Party as to its obligations incurred in connection with the Project.

## **NON-DISCRIMINATION AND AFFIRMATIVE ACTION DEFINITIONS**

### **Affirmative Action**

Shall mean the actions to be undertaken by the Borrower, Grantee and any Contracting Party in connection with any project or initiative to ensure non-discrimination and Minority/Women-owned Business Enterprise and minority/female workforce participation, as set forth in paragraph 2) herein, and developed by DASNY.

### **Affirmative Action Officer (“AAO”)**

Shall mean DASNY’s Affirmative Action Officer or his/her designee, managing the affirmative action program for DASNY.

### **Contracting Party**

Shall mean (i) any contractor, subcontractor, consultant, subconsultant or vendor supplying goods or services, pursuant to a contract or purchase order in excess of \$1,500, in connection with any projects or initiatives funded in whole or in part by DASNY and (ii) **any borrower or Grantee** receiving funds from DASNY pursuant to a loan or Grant document.

### **Minority Business Enterprise (“MBE”)**

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is (i) a least fifty-one percent (51%) owned by one or more Minority Group Members; (ii) an enterprise in which such minority ownership is real, substantial and continuing, (iii) an enterprise in which such minority ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as a minority business.

### **Minority Group Member**

Shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups: (i) Black persons having origins in any of the Black African racial groups; (ii) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race; (iii) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands; and (iv) Native American or Alaskan native persons having origins in any of the original peoples of North America.

### **Minority and Women-Owned Business Enterprise Participation**

Minority and Women-owned Business Enterprise participation efforts are not limited to the efforts suggested herein, and the role of M/WBE firms should not be restricted to that of a subcontractor/subconsultant. Where applicable, M/WBE firms should be considered for roles as prime contractors. Such efforts may include but not be limited to:

- (a) Dividing the contract work into smaller portions in such a manner as to permit subcontracting to the extent that it is economically and technically feasible to do so;
- (b) Actively and affirmatively soliciting bids from qualified M/WBEs, including circulation of solicitations to Minority and Women’s trade associations;
- (c) Making plans and specifications for prospective work available to M/WBEs in sufficient time for review;

- (d) Utilizing the services and cooperating with those organizations providing technical assistance to the Contracting Party in connection with potential M/WBE participation on DASNY contract;
- (e) Utilizing the resources of DASNY Affirmative Action Unit to identify New York State certified M/WBE firms for the purpose of soliciting bids and subcontracts;
- (f) Encouraging the formation of joint ventures, associations, partnerships, or other similar entities with M/WBE firms, where appropriate, and
- (g) The Contracting Party shall remit payment in a timely fashion.

**Women-owned Business Enterprise (“WBE”)**

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (i) at least fifty-one percent (51%) owned by one or more citizens or permanent resident aliens who are women; (ii) an enterprise in which the ownership interest of such women is real, substantial and continuing, (iii) an enterprise in which such women ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as woman-owned.



RECEIVED

TOWN OF ORANGETOWN  
SPECIAL USE PERMIT FOR USE OF TOWN PROPERTY/ITEMS

PERMIT # 20-SP-002

JAN 16 2020

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

EVENT NAME: Tappan Zee 9<sup>th</sup> Annual Flying Dutchmen Sk

APPLICANT NAME: Patrick Driscoll

ADDRESS: 15 Dutch Hill Rd. Orangeburg, NY 10962

PHONE #: 845-304-6015 CELL # 845-304-6015 FAX # 845-680-1950

CHECK ONE: PARADE  RACE/RUN/WALK  OTHER

The above event will be held on Saturday March 21 from 9am to 10am RAIN DATE: NONE

Location of event: Tappan Zee High School and surrounding roads

Sponsored by: Tappan Zee Cross Country Telephone #: 845-304-6015

Address: 15 Dutch Hill Rd. Orangeburg, NY 10962

Estimated # of persons participating in event: 150 vehicles 0

Person (s) responsible for restoring property to its original condition: Name-Address-Phone #:

Patrick Driscoll 845-304-6015

Signature of Applicant: Patrick Driscoll Date: 01/16/20

**GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)**

Letter of Request to Town Board requesting aid for event - Received On: 01/16/20

Certificate of Insurance - Received On: 01/16/20

**FOR HIGHWAY DEPARTMENT USE ONLY:**

Road Closure Permit: Y/N Received On: X

Rockland County Highway Dept. Permit: Y/N Received On: X

NYS DOT Permit: Y/N Received On: X

Route/Map/Parking Plan: Y/N Received On: 1/16/20

RFS #: 46685 BARRICADES: /N CONES: Y/N TRASH BARRELS: Y/N OTHER: \_\_\_\_\_

APPROVED: [Signature] DATE: 1.17.20  
Superintendent of Highways

**FOR PARKS & RECREATION DEPARTMENT USE ONLY:**

Show Mobile: Y/N Application Required: \_\_\_\_\_ Fee Paid - Amount/Check # -

Port-o-Sans: Y/N Other: \_\_\_\_\_

APPROVED: [Signature] DATE: 1/23/2020  
Superintendent of Parks & Recreation

**FOR POLICE DEPARTMENT USE ONLY:**

Police Detail: Y/N: 5 Auxiliary Police Items: \_\_\_\_\_

APPROVED: [Signature] #228 DATE: 1/27/2020  
Chief of Police

RECEIVED  
JAN 24 2020  
Orangetown Police Department

RECEIVED

JAN 28 2020

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

\*\* Please return to the Highway Department to be placed on the Town Board Workshop \*\*

Workshop Agenda Date: \_\_\_\_\_ Approved On: \_\_\_\_\_ TBR #: \_\_\_\_\_

January 15, 2020

Town of Orangetown  
26 Orangeburg Road  
Orangeburg, NY 10962

RECEIVED

JAN 16 2020

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

To Whom it May Concern:

The Tappan Zee HS Cross Country team plans on holding its 9<sup>th</sup> Annual "Flying Dutchmen 5k" on Saturday March 21, 2020 from 9:00am- 10:00am. As in the past we have attached the appropriate permit application and request that the following items if they could be provided.

**From the Highway Department:**

Barricades at the following locations:

- 3- Parkway Drive South and Carlton Road
- 3-Parkway Drive South and Convent Road
- 3- Parkway Drive North and Blauvelt Road

**From the Orangetown Police Department:**

5 Auxiliary Police Officers for Safe Crossings throughout the route.

Any questions or concerns may be directed to my cell #: 845-304-6015

Regards,

Patrick Driscoll  
Tappan Zee High School  
Boys & Girls Cross Country



# CERTIFICATE OF LIABILITY INSURANCE

10/04/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> NEW YORK SCHOOLS INSURANCE RECIPROCAL 333 Earle Ovington Blvd. Uniondale NY, 11553	<b>INSURERS AFFORDING COVERAGE</b>
<b>INSURED</b> South Orangetown Central School District 160 Van Wyck Road Blauvelt, NY 10913	INSURER A: NEW YORK SCHOOLS INSURANCE RECIPROCAL NAIC#: 34843 INSURER B: INSURER C: <span style="color: blue; font-size: 1.2em;">RECEIVED</span> INSURER D: INSURER E: <span style="color: red; font-size: 1.2em;">JAN 16 2020</span>

**COVERAGES**

THIS IS TO CERTIFY THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	SSPSOR001	07/01/2019	07/01/2020	EACH OCCURRENCE	\$ 1,000,000
	FIRE DAMAGE (Any one fire)				\$ 1,000,000	
	MED EXP (Any one person)				\$ 10,000	
	PERSONAL & ADV INJURY				\$ 1,000,000	
	GENERAL AGGREGATE				\$ UNLIMITED	
	PRODUCTS - COMP/OP AGG				\$ 1,000,000	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____					
<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> NON-OWNED AUTOS					AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$	
A	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	ECLSOR001	07/01/2019	07/01/2020	EACH OCCURRENCE	\$ 25,000,000
	AGGREGATE				\$ UNLIMITED	
					\$	
	<b>SCHOOL BOARD LIABILITY</b> <input type="checkbox"/> _____ <input type="checkbox"/> _____				CLAIM \$ AGGREGATE \$ DEDUCTIBLE \$	

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

Certificate Holder is named as Additional Insured only in regards to the use of premises/facilities for all District events during the policy period.

<b>CERTIFICATE HOLDER</b>   <input checked="" type="checkbox"/> ADDITIONAL INSURED Town of Orangetown / Department of Parks, Recreation & Buildings 81 Hunt Road Orangeburg, NY 10962	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: right; font-family: cursive; font-size: 1.5em;"> </div>
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**Flying Dutchmen 5k Race Route**

Start at North entrance to high school: Bataan Rd.

Go on Dutch Hill Rd, Make immediate right onto Carlton.

Make Right on Parkway Drive.

Make left onto Blauvelt Rd.

Turn around by Theodore Roosevelt Dr.

Come back towards Tappan Zee High School the same way.

Finish is in Tappan Zee High School back parking lot.

RECEIVED

JAN 16 2020

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT



TOWN OF ORANGETOWN  
SPECIAL USE PERMIT FOR USE OF TOWN PROPERTY/ITEMS

PERMIT # 20-SP-01

RECEIVED  
JAN 30 2020  
Orangetown Police Department

RECEIVED

DEC 30 2019

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

EVENT NAME: ST PATRICK'S DAY PARADE  
APPLICANT NAME: WILLIAM YOUNG (ROCKLAND COUNTY AOH)  
ADDRESS: 28 RAILROAD AVENUE, PEARL RIVER, NY 10965  
PHONE #: (845) 627-1684 CELL # (973) 222-0470 FAX #  
CHECK ONE: PARADE  RACE/RUN/WALK \_\_\_\_\_ OTHER \_\_\_\_\_  
The above event will be held on 03/22/2020 from 1100 AHS to 1700 AHS RAIN DATE: NONE  
Location of event: CROOKED HILL ROAD -> MIDDLETOWN ROAD SOUTH -> CENTRAL AVENUE WEST  
Sponsored by: ROCKLAND COUNTY ANCIENT ORDER OF HIBERNIANS Telephone #: (973) 222-0470  
Address: 28 RAILROAD AVENUE, PEARL RIVER, NY 10965  
Estimated # of persons participating in event: 50,000+ vehicles 12

Person (s) responsible for restoring property to its original condition: Name-Address-Phone #:  
WILLIAM YOUNG 9 SUMMIT PLACE, NANUET, NY 10954 (973) 222-0470

Signature of Applicant: *Will Young* Date: 12/30/19

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Letter of Request to Town Board requesting aid for event - Received On: 12/30/19

Certificate of Insurance - Received On: 12/30/19

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit: Y / N - Received On: 12/30/19

Rockland County Highway Dept. Permit: Y / N - Received On: 2/5/2020

NYS DOT Permit: Y  N - Received On: \_\_\_\_\_

Route/Map/Parking Plan: Y  N - Received On: 12/30/19

RFS #: 46020 BARRICADES: Y / N CONES: Y / N TRASH BARRELS: Y / N OTHER: \_\_\_\_\_

APPROVED: *[Signature]* DATE: 12-31-19  
Superintendent of Highways

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

Show Mobile: Y  N - Application Required: \_\_\_\_\_ Fee Paid - Amount/Check # \$400.00

Port-o-Sans: Y  N: \_\_\_\_\_ Other: \_\_\_\_\_

APPROVED: *[Signature]* DATE: 1/29/2020  
Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

Police Detail: Y  N: \_\_\_\_\_ Items: \_\_\_\_\_

APPROVED: *[Signature]* CAPT DATE: 01/31/2020  
Chief of Police

\*\* Please return to the Highway Department to be placed on the Town Board Workshop \*\*

Workshop Agenda Date: 2/11/2020 Approved On: \_\_\_\_\_ TBR #: \_\_\_\_\_

RECEIVED  
JAN 31 2020  
TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

**JAMES J. DEAN**  
Superintendent of Highways  
Roadmaster II

Orangetown Representative  
R.C. Soil & Water Conservation Dist.-Chairman  
Member:  
American Public Works Association NY Metro Chapter  
NYS Association of Town Superintendents of Highways  
Hwy. Superintendents' Association of Rockland County



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

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DEC 30 2019

**ROAD CLOSING PERMIT APPLICATION**  
Section 139 Highway Law

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

NAME WILLIAM YOUNG DATE 12/30/19  
COMPANY ROCKLAND COUNTY ANCIENT ORDER OF HIBERNIANS - ST PATRICK'S DAY PARADE  
ADDRESS 9 SUMMIT PLACE, NANUET, NY 10954  
TELEPHONE (845) 627-1684 (975) 222-0470  
(INCLUDE 24 HOUR EMERGENCY NUMBERS)

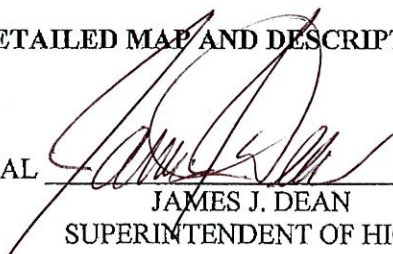
ABOVE MENTIONED PARTY REQUESTS PERMISSION TO CLOSE:

CROOKED HILL ROAD TO MIDDLETOWN ROAD SOUTH TO CENTRAL AVENUE WEST  
(Address number and name of road)

(Intersecting streets and/or description of exact location)

REASON FOR CLOSING ANNUAL PARADE  
DATE OF CLOSING SUNDAY, MARCH 22, 2020 RAIN DATE NONE  
TIME ROAD WILL BE CLOSED 12 PM  
WILL ROAD BE OPEN TO LOCAL TRAFFIC? 5 PM  
WILL ROAD BE OPEN TO EMERGENCY VEHICLES? YES

PLEASE PROVIDE A DETAILED MAP AND DESCRIPTION OF DETOUR IF TRAVEL WILL BE RESTRICTED.

PRELIMINARY APPROVAL  DATE 12.31.19  
JAMES J. DEAN  
SUPERINTENDENT OF HIGHWAYS

*This permit application will be forwarded to the Rockland County Superintendent of Highways, County of Rockland, 23 New Hempstead Road, New City, NY, 10956. You will receive written confirmation from that office.*

8-13-02bjd

HAMLETS: PEARL RIVER • BLAUVELT • ORANGETOWN • TAPPAN • SPARKILL • PALISADES • UPPER GRANDVIEW



CLEAN STREETS=CLEAN STREAMS



ANCIENT ORDER OF HIBERNIANS IN AMERICA  
Organized in New York City, May 4, 1836  
PARADE COMMITTEE  
ROCKLAND COUNTY A.O.H.  
P.O. Box 182  
Pearl River, New York 10965

RECEIVED

DEC 30 2019

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

December 23, 2019

Supervisor and Town Board Members  
Town of Orangetown  
26 Orangeburg Road  
Orangeburg, New York 10962

Gentlemen,

As the end of 2019 approaches, we start to look forward to the St. Patrick's Day Parade in March 2020. We respectfully request permission to hold the Parade in Pearl River on Sunday, March 22, 2020.

As in the past, we request permission for the Orangetown Highway Department to aid us by providing:

1. Necessary trash barrels
2. Barricades along the line of march *> Highway (1-3)*
3. Painting of the green stripe
4. Sound system and personnel to assist
5. Town showmobile *> Parks (4-6)*
6. Porta-sans; costs to be shared with the A.O.H., Town paying for 14

The Ancient Order of Hibernians will provide a Certificate of Insurance to the Town. We thank you in advance for Orangetown's continued support. If you have any questions, please call my cell phone at (973) 222-0470.

Very truly yours,



William P. Young  
Vice President – Rockland County A.O.H.

[William.Young@pseg.com](mailto:William.Young@pseg.com)



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: MM

DATE (MM/DD/YYYY)

12/23/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s) **RECEIVED**

<b>PRODUCER</b> Raymond Sheridan Financial Inc 19 E. Washington Ave. Pearl River, NY 10965 Raymond Sheridan		<b>DEC 30 2019</b>		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: <b>HIBER-1</b>		FAX (A/C, No):	
<b>INSURED</b> <b>ROCKLAND COUNTY AOR</b> <b>PO BOX 182</b> <b>PEARL RIVER, NY 10965</b>		<b>TOWN OF ORANGETOWN</b> <b>HIGHWAY DEPARTMENT</b>		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
				<b>INSURER A : Capitol Specialty Ins Co</b>			
				<b>INSURER B :</b>			
				<b>INSURER C :</b>			
				<b>INSURER D :</b>			
				<b>INSURER E :</b>			
				<b>INSURER F :</b>			

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

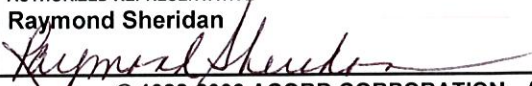
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		356B009613	03/22/2020	03/23/2020	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 ST. PATRICK'S DAY 3/22/2020

CERTIFICATE HOLDER IS ADDITIONAL INSURED

**CERTIFICATE HOLDER****CANCELLATION**

<b>ORANG-1</b>  <b>TOWN OF ORANGETOWN</b> <b>26 ORANGEBURG RD</b> <b>ORANGEBURG, NY 10962</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <b>Raymond Sheridan</b> 
-----------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

84

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# Rockland County

Ed Day, Rockland County Executive

**HIGHWAY DEPARTMENT**  
 23 New Hempstead Road  
 New City, New York 10956  
 Phone: (845) 638-5060 Fax: (845) 638-5037  
 Email: highway@co.rockland.ny.us

RECEIVED

FEB 05 2020

**Charles H. "Skip" Vezzetti**  
 Superintendent of Highways

TOWN OF ORANGETOWN  
 HIGHWAY DEPARTMENT

## PERMIT AND NOTICE TO *Close* A ROAD

To the Town Clerk of *Orangetown* in Rockland County:

This is to certify that the Superintendent of Highways of Rockland County has been requested by

Ancient Order of Hibernians / AOH in Pearl River (Billy Young @ 845-627-1684 or 973-222-0470)

To *Close* a section of Highway in the Town of *Orangetown* Rockland County, known as  
Middletown Road and Central Avenue in Pearl River

From Crooked Hill Road to Main Street

The portion of highway will be *Closed* under Highway Law on March, 22 2020 FROM 12 pm – 5 pm


For the purpose of Annual Saint Patrick's Day in Pearl River

This activity can not be properly conducted unless the portion described above is *Closed* during the time such activity is in progress.

To the Town Highway Superintendent of *Orangetown* in Rockland County:

A certificate of which the foregoing is a copy having been executed by me under the authority conferred by Section 104 of the Highway Law and filed in the office of the Town Clerk in *Orangetown* on the 5th Day of February 2020, you are hereby notified that I have authorized the *Closure* of the above described section of highway. The applicant must provide a detour for traffic during the time the road is *Closed* and notify police, fire, ambulance, school districts and public transportation prior to *Closing* of the roadway. The applicant must provide the necessary signs, barricades, lights, flagmen, etc. and make every effort to cooperate with the traveling public. Keep fire, police, ambulance, public transportation and school entities informed as to daily activities, concerning the *Closure*.

Dated this 5th February 2020



\_\_\_\_\_  
 Rockland County Superintendent of Highways

February 3, 2020

Supervisor Teresa Kenny  
& Members of the Town Board  
Town of Orangetown  
Town Hall  
26 Orangeburg Road  
Orangeburg, New York 10962

Dear Supervisor Kenny & Members of the Town Board:

This letter sets forth our understanding of the terms and objectives of our engagement, and the nature and scope of the services we will provide to the Town of Orangetown, New York ("the Entity").

Prior to the commencement of our audit(s) we may not know if an audit performed in accordance with the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance") is required. Consequently this letter includes the words "if applicable" next to relevant single audit communication requirements.

### **Audit objectives**

We will audit the Entity's statements of the governmental activities, each major fund and the aggregate remaining fund information and related notes to the financial statements, which collectively comprise the basic financial statements of the Entity as of and for the years ended December 31, 2019 and 2020 and issue our reports thereon as soon as reasonably possible after completion of our work. We will also audit the financial statements of the Justice court on the basis prescribed by New York State for the years then ended.

Accounting principles generally accepted in the United States of America ("US GAAP") provide for certain required supplementary information ("RSI"), such as management's discussion and analysis to supplement the Entity's financial statements. Such information, although not a part of the financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Entity's RSI in accordance with auditing standards generally accepted in the United States of America ("US GAAS"). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the financial statements, and other knowledge we obtained during our audit of the financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by US GAAP and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Schedule of Changes in the Town's Total OPEB Liability
- Schedule of Contributions and proportionate share of the Net Pension Liability

We have also been engaged to report on supplementary information other than the RSI that accompanies the Entity's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with US GAAS and our auditors' report will provide an opinion on such information in relation to the financial statements as a whole:

- Combining and Individual Fund Financial Statements and Schedules
- Schedule of Expenditures of Federal Awards (if applicable)

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditors' report will not provide an opinion or any assurance on that other information.

- Introductory section of the Comprehensive Annual Financial Report
- Statistical section of the Comprehensive Annual Financial Report

We will conduct the audit in accordance with US GAAS, the standards for financial audits contained in Government Auditing Standards ("GAGAS") issued by the Comptroller General of the United States (if applicable), and the Uniform Guidance (if applicable), and will include tests of accounting records, a determination of major programs in accordance with audit requirements of the Uniform Guidance (if applicable), and other procedures we consider necessary to enable us to express such an opinion and to render the required reports. The aforementioned standards require that we obtain reasonable, rather than absolute, assurance that the financial statements are free of material misstatement, whether caused by error or fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the Entity's or to acts by management or employees acting on behalf of the Entity. Because the determination of abuse is subjective, GAGAS do not expect auditors to provide reasonable assurance of detecting abuse. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us even though the audit is properly planned and performed in accordance with US GAAS and GAGAS (if applicable). In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements and on those programs we have determined to be major programs (if applicable). However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting or misappropriation of assets and any material abuse that comes to our attention. We will include such matters in the reports required for the Uniform Guidance (if applicable). We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

The objective of an audit is the expression of an opinion on whether these financial statements are presented fairly, in all material respects, in conformity with US GAAP and to report on the fairness of the supplementary information referred to in the preceding paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on:

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Uniform Guidance (if applicable).

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Entity's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to GAGAS (if applicable).

Uniform Guidance (if applicable) requires that we also plan and perform the audit to obtain reasonable assurance about whether the Entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the Uniform Guidance for the types of compliance requirements that could have a direct and material effect on each of the Entity's major programs. The purpose of these procedures will be to express an opinion on the Entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance. As required by audit requirements of the Uniform Guidance (if applicable), we will also perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to prevent or detect material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

If our opinion on either the financial statements or the requirements of Uniform Guidance (if applicable) is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion(s), we may decline to express an opinion or decline to issue a report as a result of the engagement.

In making our risk assessments, we consider internal control relevant to the Entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to GAGAS (if applicable). An audit is also not designed to identify significant deficiencies or material weaknesses. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control and other internal control related matters relevant to the audit of the financial statements that we have identified during the audit, as required by US GAAS, GAGAS and the Uniform Guidance (if applicable).

The reports on internal control and compliance (if applicable) will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance (if applicable), (2) the scope of testing internal control over compliance for major programs and major program compliance (if applicable) and the result of that testing and to provide an opinion on compliance, but not to provide an opinion on the effectiveness of internal control over compliance (if applicable), and (3) that the report is an integral part of an audit performed in accordance with GAGAS (if applicable) in considering internal control over financial reporting and compliance and Uniform Guidance (if applicable) in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form (if applicable) that summarize our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audit.

We will also communicate with those charged with governance any (a) fraud involving senior management and other fraud that causes a material misstatement of the financial statements; (b) violations of laws or governmental regulations that come to our attention (unless they are clearly inconsequential); (c) disagreements with management and other serious difficulties encountered in performing the audit; and, (d) various matters related to the Entity's accounting policies and financial statements.

As part of our engagement, we may propose standard, adjusting, or correcting journal entries to your financial statements. Management, however, has final responsibility for reviewing the proposed entries and understanding the nature and impact of the proposed entries to the financial statements. It is our understanding that management has designated qualified individuals with the necessary expertise to be responsible and accountable for overseeing the acceptance and processing of such journal entries.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

### **Management's responsibilities**

The financial statements and their fair presentation in accordance with US GAAP, including all informative disclosures, RSI and supplementary information, are the responsibility of the Entity's management. Management is also responsible for: (1) the selection and application of accounting policies; (2) the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge; (3) ensuring the Entity complies with the laws and regulations applicable to its activities; (4) making all financial records and related information available to us of which you are aware that is relevant to the preparation and fair presentation of the financial statements, as well as any additional information that we may request for the purpose of the audit; (5) providing us with unrestricted access to persons within the Entity from whom we determine it necessary to obtain audit evidence; and (6) adjusting the financial statements and supplementary information to correct material misstatements.

Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance (if applicable). As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards (if applicable), and related notes. You agree to include our report on the schedule of expenditures of federal awards (if applicable) in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards (if applicable). You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. You are responsible for making all management decisions and assuming all management responsibilities relating to the financial statements, schedule of expenditures of federal awards and related notes, and for accepting full responsibility for such decisions.

Management's responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the RSI and supplementary information in accordance with US GAAP; (2) you believe the RSI and supplementary information, including its form and content, is fairly presented in accordance with US GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the RSI and supplementary information.

In order to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements, management is responsible for establishing and maintaining effective internal control, including internal control over compliance, and for evaluating and monitoring ongoing activities.

Management's responsibilities also include identifying any significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the Entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Entity received in communications from employees, former employees, grantors, regulators or others. In addition, you are responsible for identifying and ensuring that the Entity complies with applicable laws, regulations, contracts, agreements and grants and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report. Additionally, as required by the Uniform Guidance (if applicable), it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the audit objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. The Entity is also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

At the conclusion of the engagement, we will request from management written confirmation concerning representations made to us in connection with the audit. The representation letter, among other things, will confirm management's responsibility for: (1) the preparation of the financial statements in conformity with US GAAP, (2) the availability of financial records and related data, and (3) the completeness and availability of all minutes of board meetings. Management's representation letter will further confirm that: (1) the effects of any uncorrected misstatements aggregated by us during the engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole, and (2) we have been informed of, or that there were no incidences of, fraud involving management or those employees who have significant roles in the Entity's internal control. You will also be required to acknowledge in the management representation letter, when applicable, our assistance with preparation of the financial statements and related schedules, RSI and the schedule of expenditures of federal awards (if applicable) and that you have reviewed and approved the financial statements, aforementioned schedules and RSI, and related notes prior to their issuance and have accepted responsibility for them. We will place reliance on these representations in issuing our report.

In the event that we become obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, as a direct or indirect result of an intentional, knowing or reckless misrepresentation or provision to us of inaccurate or incomplete information by the Entity or, any elected official, member of management or employee thereof in connection with this engagement, and not any failure on our part to comply with professional standards, you agree to indemnify us against such obligations.

To the best of your knowledge, you are unaware of any facts which might impair our independence with respect to this engagement.

The financial statements are the property of the Entity and can be reproduced and distributed as management desires. You may wish to include our report on these financial statements in a registration statement proposed to be filed under the Securities Act of 1933 or in some other securities offering. You agree that reference to our Firm will not be included in any such offering without our prior permission or consent. Any agreement to perform work in connection with an offering, including an agreement to provide permission or consent, will be a separate engagement.

If you do not engage us for this service, the following paragraph must be included in the offering statement – “PFK O’Connor Davies, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. PKF O’Connor Davies, LLP also has not performed any procedures relating to this official statement.”

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

We understand that your accounting department personnel will assist us to the extent practicable in completing the audit. They will provide us with detailed trial balances, supporting schedules, and other information we deem necessary. A list of these schedules and other items of information will be furnished to you before we begin the audit. The timely and accurate completion of this information is an essential condition to our completion of the audit and the issuance of the audit report.



We keep documents related to this engagement in accordance with our records retention policy and applicable regulations. However, we do not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

You agree that you will not include our report, or otherwise make reference to us, in any public or private debt securities offering without first obtaining our consent. Such a request constitutes a new engagement and is subject to our firm's acceptance procedures. If we elect to accept this engagement, our fees for the additional procedures required in connection with this service are outside the scope of the current engagement and will be established with you prior to the commencement of our work.

Management is responsible for management decisions and assuming all management responsibilities; for designating an individual with suitable skill, knowledge, and/or experience to oversee the non-attest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

### **Non-reliance on Oral Advice**

It is our policy to put all advice on which a client intends to rely in writing. We believe that is necessary to avoid confusion and to make clear the specific nature and limitations of our advice. You should not rely on any advice that has not been put in writing by our firm after a full supervisory review.

### **Electronic and other communication**

During the course of the engagement, we may communicate with you or with Entity personnel via fax or e-mail. You should be aware that communication in those media may be unsafe to use and contains a risk of misdirection and/or interception by unintended third parties, or failed delivery or receipt. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail or other electronic transmissions, including any consequential, incidental, direct, indirect or special damages.

### **Access to working papers**

During the course of this engagement, we will develop files of various documents, schedules and other related engagement information known as our working papers. As we are sure you can appreciate, these working papers may contain confidential information and our firm's proprietary data. You understand and agree that these working papers are, and will remain, our exclusive property. Except as discussed below, any requests for access to our working papers will be discussed with you before making them available to requesting parties:

- (1) Our firm, as well as other accounting firms, participates in a peer review program covering our audit and accounting practices. This program requires that once every three years we subject our system of quality control to an examination by another accounting firm. As part of this process, the other firm will review a sample of our work. It is possible that the work we perform for you may be selected for review. If it is, the other firm is bound by professional standards to keep all information confidential.



(2) We may be requested to make certain working papers available to regulators pursuant to authority given to them by law, regulation or subpoena. Such regulators may include (i) a federal agency providing direct or indirect funding or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities; (ii) the American Institute of Certified Public Accountants; and (iii) the State Education Department. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to them. The regulator may intend, or decide, to distribute the photocopies or information contained therein to others, including other government agencies.

## Fees and billing

The components of our fees for each of the next two years are detailed below:

	<u>2019</u>	<u>2020</u>
Basic fee inclusive of the Board meetings, GASB Statement No. 34 additional auditing, Risk Assessment and Comprehensive Annual Financial Report	\$ 98,900	\$ 98,900

***In recognition of our longstanding relationship with the Town, we are keeping the basic fee and risk assessment components for the audit (inclusive of the Comprehensive Financial Report) of the Town's December 31, 2019 and 2020 financial statements the same as the basic fee charged since the December 31, 2010 audit.***

In the event that the event that the Town spends \$750,000 or more in Federal Assistance, a Single Audit will be required pursuant to Uniform Guidance. Our fees for the compliance audit would be \$3,000 per program, during each respective fiscal year.

The fee is based on anticipated cooperation from your personnel, audit condition of the books and records and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

In accordance with our firm policies, work may be suspended if your account becomes overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Our fees for these services are due and payable under the payment schedule which follows. Invoices for additional amounts that may be incurred for these and other services will be rendered as such work progresses and are payable upon presentation.

<u>Payments will be due</u>	<u>Percentage</u>
Upon completion of our audit field work	75%
Upon submission of the final report and management letter	<u>25%</u>
	<u><u>100%</u></u>

Our hourly rates for any additional services for the initial year of the engagement are detailed below. This rate will increase by 2% each year in the subsequent years.

<u>Hourly Rate for Professional Services</u>	
* Senior Partner	\$ 300
** Partner	290
** Senior Manager	230
** Manager	200
** Supervisor	175
** Senior Accountant	155
** Staff Accountant	135

- \* Represents a discount from standard rate of \$395
- \*\* Represents a 20% discount from standard rates

**Liability**

Any and all claims by the Entity arising under this engagement must be commenced by the Entity within one year following the date on which our firm delivered our report on the financial statements associated with this engagement, or the date the Entity is informed of the engagement’s termination in the event our report is not delivered, for any reason.

You agree to indemnify our firm, its partners, principals and employees, to the fullest extent permitted by law for any expense, including compensation for our time at our standard billing rates and reimbursement for our out-of-pocket expenses and reasonable attorneys’ fees, incurred in complying with or responding to any request (by subpoena or otherwise) for testimony, documents or other information concerning the Entity by any governmental agency or investigative body or by a party in any litigation or dispute other than litigation or disputes involving claims by the Entity against the firm. This indemnification will survive termination of this engagement.

## **Dispute resolution**

Any claim or controversy (“dispute”) arising out of or relating to this engagement, the services provided thereunder, or any other services provided by or on behalf of the firm or any of its subcontractors or agents to the Entity or at its request (including any dispute involving any person or entity for whose benefit the services in question are or were provided), shall first be submitted in good faith for mediation administered by the American Arbitration Association (“AAA”) under its Mediation Rules. Each party shall bear its own costs in the mediation. Absent an agreement to the contrary, the fees and expenses of the mediator shall be shared equally by the parties.

If the dispute is not resolved by mediation within 90 days of its submission to the mediator, then, and only then, the parties shall submit the dispute for arbitration administered by the American Arbitration Association under its Professional Accounting and Related Services Dispute Resolution Rules (the “Rules”). The arbitration will be conducted before a single arbitrator selected from the AAA’s Panel of Accounting Professionals and Attorneys and shall take place in New York, New York.

Any discovery sought in connection with the arbitration must be expressly approved by the arbitrator upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential. The parties and the arbitrator may disclose the existence, content or result of the arbitration only as expressly provided by the Rules.

The arbitrator shall issue his or her final award in a written and reasoned decision to be provided to each party. In his or her decision, the arbitrator will declare one party the prevailing party. The arbitrator shall have the power to award to the prevailing party reasonable legal fees associated with the arbitration and prior mediation. The arbitrator shall have no authority to award non-monetary or equitable relief of any sort. The arbitrator shall not have authority to award damages that are punitive in nature, or that are not measured by the prevailing party’s actual compensatory loss.

The award reached as a result of the arbitration will be binding on the parties and confirmation of the arbitration award may be sought in any court having jurisdiction.

This engagement will be governed by the laws of the State of New York, without giving effect to any provisions relating to conflict of laws that would require the laws of another jurisdiction to apply.

## **Confirmation and Other**

Robert Daniele is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

GAGAS require that we provide you with a copy of our most recent external peer review report, and any subsequent peer review reports received during the period of the contract. Our latest peer review report accompanies this letter.

We will provide copies of our reports to the Entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Our audit engagement for each year ends on delivery of our audit report covering that year. Requests for services other than those included in this engagement letter will be agreed upon separately.

All rights and obligations set forth herein shall become the rights and obligations of any successor firm to PKF O'Connor Davies, LLP by way of merger, acquisition or otherwise.

If this letter correctly expresses your understanding of the terms of our engagement, including our respective responsibilities, please sign the enclosed copy where indicated and return it to us.

We are pleased to have this opportunity to serve you.

Very truly yours,  
**PKF O'Connor Davies, LLP**



Nicholas DeSantis, Partner



Robert Daniele, Partner

The services and terms described in the foregoing letter are in accordance with our requirements and are acceptable to us.

**TOWN OF ORANGETOWN, NEW YORK**

**BY:** \_\_\_\_\_  
**Chris Day**

**TITLE:** \_\_\_\_\_  
**Supervisor**

**DATE:** \_\_\_\_\_

PKF O'Connor Davies, LLP, is a member firm of PKF International Limited, a network of legally independent firms. Neither the other member firms nor PKF International Limited are responsible or accept liability for the work or advice which PKF O'Connor Davies, LLP provides to its clients.

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## Report on the Firm's System of Quality Control

June 14, 2017

To the Partners of PKF O'Connor Davies, LLP and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of PKF O'Connor Davies, LLP (the firm) in effect for the year ended December 31, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### **Required Selections and Considerations**

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, and examinations of service organizations SOC 1 and SOC 2 engagements.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### **Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of PKF O'Connor Davies LLP in effect for the year ended December 31, 2016, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. PKF O'Connor Davies LLP has received a peer review rating of *pass*.

*Davie Kaplan, CPA, P.C.*

DAVIE KAPLAN, CPA, P.C.

**WARRANT**

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Warrant Reference	Warrant #	Amount
Approved for payment in the amount of		
	122819	\$ 155,176.30
	012920	\$ 14,661.52 Utilities
	020520	\$ 245,695.85
	021120	\$ 567,550.72
	Total	\$ 983,084.39

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

**APPROVAL FOR PAYMENT**

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**AUDITING BOARD**

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Councilman Gerald Bottari

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Councilman Paul Valentine

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Councilman Thomas Diviny

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Councilman Denis Troy

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Supervisor Teresa M. Kenny

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**TOWN OF ORANGETOWN  
FINANCE OFFICE MEMORANDUM**

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**TO:** THE TOWN BOARD  
**FROM:** JEFF BENCIK, *DIRECTOR OF FINANCE*  
**SUBJECT:** AUDIT MEMO  
**DATE:** 2/5/2020  
**CC:** DEPARTMENT HEADS



The audit for the Town Board Meeting of 2/5/2020 consists of 4 warrants for a total of \$983,084.39.

The first warrant had 29 vouchers for \$155,176.30 and had the following items of interest (2019 items).

1. Lothrop Associates, LLP (p3) - \$105171 for Town Hall architectural design.
2. Turco Golf (p5) - \$10,646 for retainage payable.

The second warrant had 28 vouchers for \$14,661 and was for utilities.

The third warrant had 8 vouchers for \$245,695 and had the following items of interest.

3. Applied Golf (p1) - \$126,500 for Blue Hill contract.
4. Applied Golf (p1) - \$59,500 for Broadacres contract.
5. Gentile Construction Co. (p2) - \$46,500 for demolition on Chief Bill Harris way.

The fourth warrant had 148 vouchers for \$567,550 and had the following items of interest:

6. Chemung Supply (p10) - \$58,472 for sewer chemicals.
7. County of Rockland (p13) - \$309,600 for Pearl River Campus PILOT.
8. Goosetown Enterprises (p21) - \$10,599 for Police communications.
9. Met-Life (p29) - \$13,260 for Police dental benefits.
10. SOCSO (p42) - \$53,369 for Rental of School property.

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

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