

**Orangetown Town Clerk, Rosanna Sfraga,
Rockland County Solid Waste Authority,
and People to People will host a
Paper Shredding & Non-Perishable
Food Collection Event**



**Saturday, April 13, 2019
8:00 a.m. - 12 noon**

Shredding Service is FREE & SECURE

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



**Let's shred hunger together!
A board member from People to People
will match \$1 per item of food collected**

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



Quoted By: Chris Harpenau
 Date: 4/2/2019
 Quote Expiration: 10/13/2019
 Quote Name: Orangetown NY EnerGov
 Quote Number: 2019-64485
 Quote Description:

Sales Quotation For

Town of Orangetown
 26 W Orangeburg Rd
 Orangeburg, NY 10962-1798
 Phone +1 (845) 359-5100

EnerGov SaaS - Gold

Description	Term	Monthly Fee	Users/Units	Annual Fee
Core Software:				
EnerGov Community Development Suite	1	\$189.00	13	\$29,484.00
Extensions:				
EnerGov Business Management SDK	1	\$0.00	1	\$0.00
EnerGov Central Cashiering SDK	1	\$0.00	1	\$0.00
EnerGov Citizen Self Service - Community Development	1	\$725.00	Site License	\$8,700.00
EnerGov Community Development SDK	1	\$0.00	1	\$0.00
EnerGov e-Reviews	1	\$1,250.00	Site License	\$15,000.00
EnerGov Intelligent Automation Agent	1	\$0.00	1	\$0.00
EnerGov Intelligent Objects	1	\$0.00	1	\$0.00
EnerGov My GovPay	1	\$0.00	1	\$0.00
EnerGov O-Data	1	\$0.00	1	\$0.00
EnerGov Report Toolkit	1	\$0.00	1	\$0.00
EnerGov Standard Technical Support	1	\$0.00	1	\$0.00
EnerGov Unlimited iG Workforce App Access	1	\$0.00	1	\$0.00

EnerGov SaaS - Gold

Description	Term	Monthly Fee	Users/Units	Annual Fee
EnerGov VirtualPay	1	\$0.00	1	\$0.00
Tyler GIS	1	\$0.00	1	\$0.00
Sub-Total:				\$53,184.00
<i>Less Discount:</i>				<i>\$5,334.00</i>
TOTAL:				\$47,850.00

EnerGov Professional Services

Description	Hours/Units	Unit Price	Extended Price	Year One Maintenance
Data Conversion Services	60	\$250.00	\$15,000.00	\$0.00
Dynamic Reports Modifications (10 pack)	1	\$5,000.00	\$5,000.00	\$0.00
Fundamentals Review	24	\$175.00	\$4,200.00	\$0.00
Letters and Forms Development (5 pack)	2	\$6,250.00	\$12,500.00	\$0.00
Professional Implementation Services	500	\$175.00	\$87,500.00	\$0.00
Project Management Services	100	\$175.00	\$17,500.00	\$0.00
Training & Production Support Services	40	\$175.00	\$7,000.00	\$0.00
TOTAL:			\$148,700.00	\$0.00

Summary

	One Time Fees	Recurring Fees
Total SaaS	\$0.00	\$47,850.00
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$148,700.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$148,700.00	\$47,850.00
Year One Contract Total	\$196,550.00	
Contract Total	\$196,550.00	

Summary
Estimated Travel Expenses

One Time Fees
\$17,000.00

Recurring Fees

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for Six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____

Date: _____

Print Name: _____

P.O. #: _____

All primary values quoted in US Dollars

Comments

EnerGov's e-Reviews requires Bluebeam Studio Prime, at an estimated yearly subscription cost of \$3,000/100 users. Further pricing detail is available by contacting Bluebeam at <https://www.bluebeam.com/solutions/studio-prime>

EnerGov monthly fees are rounded, excluding cents.

EnerGov SaaS includes up to 500GB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$3,000 per TB.

- Includes up to 20 template and 10 average business processes with EnerGov Radid Deployment
- Includes up to 10 intelligent objects and 5 georules
- Permits, Plans and Inspections related to Building, Planning, Highway, FOIA, MS4, Fire Prevention
- Landlord, Multi-family Licensing



Department of Environmental Management and Engineering Town of Orangetown

127 Route 303 Orangeburg New York 10962
Tel: (845) 359-6502 • Fax: (845) 359-6951

March 12th, 2019

SENT VIA CERTIFIED MAIL and E-Mail

Mr. Dan Mintz
Insurance Manager
Yonkers Contracting Company, Inc.
969 Midland Avenue
Yonkers, NY 10704

Re: Notice of Damage and Associated Costs

Dear Mr. Faughnan

On January 31st, 2019 the Orangetown Sewer Department responded to a sewer blockage at 319 S. Broadway, South Nyack. The root cause of the blockage was determined to be a damaged Town owned sewer line that was filled with concrete. Photographs of the concrete filled sewer line are attached for reference.

Our understanding is that Yonkers Contracting Company Inc. was hired by the New York State Thruway Authority to build the "New NY Bridge Rockland Landing Shared Use Path". It is our further understanding that as part of this project, a new soldier pile and lagging wall was constructed adjacent to the existing Town owned sewer line that was damaged and filled with concrete. The Town's subsequent investigation revealed that the blockage was caused by the negligence of Yonkers Contracting Co. Inc. On February 2, 2019, representatives of Yonkers Contracting met with Town officials at the site and admitted they were responsible for damaging the Town's sewer line and undertook to take corrective actions.

Nevertheless, the Town suffered damages and incurred additional costs as a result of Yonkers Contracting's negligence. We are submitting an invoice in the amount of \$92,256.58 to cover the costs of labor, material, equipment, and other related damages incurred by the Town of Orangetown as a result thereof. A detailed accounting of the costs is attached for reference. Although we do not foresee any additional expenses at this time, we reserve the right to pass on any future claims that may arise and that are directly related to this incident.

Please remit payment in the amount of \$92,256.58 made payable to the Town of Orangetown within 30 days.

Yours Truly,

Eamon Reilly, P.E.
Commissioner



Department of Environmental Management and Engineering Town of Orangetown

127 Route 303 Orangeburg New York 10962
Tel: (845) 359-6502 • Fax: (845) 359-6951

Encl: Photographs
Detailed Accounting Summary

Cc: P. Nardone, Vice President, Yonkers Contracting Co. Inc.
T. Faughnan, Project Manager, Yonkers Contracting Co. Inc.
C. Terrizzi, New York State Thruway Authority
R. Magrino, Town Attorney
C. Day, Town Supervisor
M. Weber, Chief Operator
E. Fordham, Administrative Secretary 1
File



February 28, 2019

Ref: LT-TZC-TOO-00003

VIA E-MAIL & REGISTERED MAIL

Ms. Rosanna Sfraga
Town Clerk, Town of Orangetown
26 Orangeburg Road
Orangeburg, New York 10962

Attn: Department of Environmental Management and Engineering

Re: Damage Claim for Backup of Town Sewer System

Subject: Broken Town Raw Sewage Pipe / Back-up into Houses on South Broadway, South Nyack, NY.

Dear Ms. Sfraga,

Tappan Zee Constructors, LLC owns three houses on South Broadway in South Nyack, NY. Due to a broken Town raw sewage pipe, all of the houses incurred damages during the period of January 30, 2019 – February 5, 2019. Enclosed herewith is a detailed listing with receipts of our costs for damages including: personal property lost, hotel, food and vendor, clean up, and property manager.

Thank you for your assistance in facilitating reimbursement. Should you have any questions please contact Victoria Conte, Office Manager at 914 789 3202.

Very truly yours,

Terry Lowle
Project Executive and Manager
Tappan Zee Constructors, LLC

TT/awd/vc

Enc.

TOWN OF ORANGETOWN
2019 FEB 29 A 10:15
TOWN CLERK'S OFFICE

Tappan Zee Constructors, LLC
 TOTAL CLAIM 1/30/19 - 2/8/19

CLAIM	DOLLAR AMOUNT	DESCRIPTION	HOUSE LOCATION
ABP Consultantcy	\$2,216.71	Property Manager	317 South Broadway 319 South Broadway 321 South Broadway
Oscars Sewer & Drain	\$1,600.00	Cleared the pipes in the basement	319 South Broadway
Servpro	\$1,588.55	Hazmat clean up (Raw Sewage)	319 South Broadway
Servpro	\$245.00	Hazmat clean up (Raw Sweage)	321 South Broadway
Jim & Elizabeth Sandman	\$806.16	Hotel and Food Costs	319 South Broadway
Jim & Elizabeth Sandman	\$2,922.21	Damages to Personal Property	319 South Broadway
Robert & Kim Mackey	\$178.27	Hotel Stay and Boarding of Dog	317 South Broadway
TOTAL AMOUNT OF CLAIM	\$9,556.90		2/26/2019

TOWN OF ORANGETOWN
 2019 FEB 29 A 10: 15
 TOWN CLERK'S OFFICE

Charges listed below are ALL related to the CLEAN UP Process due to the Broken Town Raw Sewage Pipe that effected the houses owned by Tappan Zee Constructors, LLC

DATE	VENDOR	HOUSE LOCATION	SCOPE OF WORK	DOLLAR AMOUNT
1/30/19 - 2/7/19	ABP Consultancy Inc 578 Nepperhan Ave #504 Yonkers, New York 10701	319 South Broadway 321 South Broadway South Nyack, New York	APB Consultancy Inc is Tappan Zee Constructors Property Manager for the 3 houses. Raw Sewage backing up into house due to outside road work. Vendor notified the Town. Returned to home when instructed by the Town Sewer Department.	\$2,216.71
1/31/2019	Oscars Sewer & Drain 50 Fairmount Avenue Haverstraw, New York	Jim & Elizabeth Sandman 319 South Broadway South Nyack, New York		\$1,600.00
2/1/2019	**Servpro 151 Crescent Avenue Waldwick, NJ 07463	Jim & Elizabeth Sandman 319 South Broadway South Nyack, New York	Performed Hazmat clean-up and disinfecting services in basement from raw sewage.	\$1,588.55
2/7/2019	**Servpro 151 Crescent Avenue Waldwick, NJ 07463	321 South Broadway South Nyack, New York	Performed Hazmat clean-up of basement tub from raw sewage.	\$245.00
			TOTAL	\$5,650.26

**The invoices reflect a sales tax adjustment. Sales tax is passed through ABP's management company onto the owner so that is not collected twice. The management company charges and collects the sales tax. Because this was caught after the invoice had been paid, Servpro made an adjustment on the open invoice to reflect this credit. The base price on each invoice is the amount that is the total between the two for the cleaning services billed to the management company. ABP management company's invoice reflects the sales tax on this service.

TOWN CLERK'S OFFICE

2019 FEB 29 A 10: 15

TOWN OF ORANGETOWN

Always Best Practices

INVOICE

ABP CONSULTANCY INC

578 Nepperhan Ave Ste 504
Yonkers, NY 10701
914-514-9805 Direct
info@abp-consult.com

INVOICE NO. 276
DATE February 21, 2019
CUSTOMER ID TZC2014

TO Accounts Receivable
Tappan Zee Constructors LLC
555 White Plains Road Ste 400
Tarrytown, NY 10591
(914)789-3200

JOB	PAYMENT TERMS	DUE DATE
319 & 321 Town Sewer Line Backup	Sewer Line Snake, Repair, Hazmat Cleaning	Upon Receipt

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
Jan 31 - Feb 6 2019			
Repairs 321			
1.00	**^ProClean - Bathroom Cleanup (Hazmat)	245.00 \$	245.00
1.00	**^Oscar Sewer & Drain - sewer line discovery & snake lines	\$	
Repairs 319			
1.00	***ServePro - Basement Cleanup (Hazmat)	1,588.55 \$	1,588.55
1.00	**^Oscar Sewer & Drain - sewer line discovery, snake lines & repair	1,600.00 \$	1,600.00
6.00	*ABP Emergency Supervision, Hazmat Cleanup & Claim Discovery	125.00 \$	750.00
	*Markup**	20% \$	686.71
	*Admin Fee^	10% \$	343.36
	SUBTOTAL	\$	5,213.62
	8.375% SALES TAX	\$	436.64
	TOTAL	\$	5,650.26

Make all checks payable to: ABP Consultancy Inc
THANK YOU FOR YOUR BUSINESS!

Oscars Sewer and Drain
50 Fairmount Ave
Haverstraw, NY 10927
845-729-2119

2/1/2019

277

ABP Consultancy Inc
PO Box 82
Dobbs Ferry, NY 10522

Due on receipt

Job: 319 South Broadway Nyack, NY 10960

Upon visual inspection of pipe there were no indications that back up was coming from the town sewer line. It appeared to be coming from the inside line. Due to weight of equipment and location of pipe it required me to call in additional help. We started to snake line to clear clog when line started to back up at a rapid pace which lead me to the conclusion that I had to contact the town's sewage department. I capped the inside line until the town Sewer Department came out and cleared their line. I came back after the town completed their work and completed the snaking from the inside of building.

0.00T
0.00T

Came back two additional times to double check that line was clear and no further back up was occurring.

Break Down Of Charges: Due to nature of job rates are increased due to exposure of raw sewage.

1,200.00

Main Sewer Technician: 4hours @ \$300/hour

Helpers: 2 helpers: 1 hour @ \$150/per helper per hour

300.00

Return visit

100.00

2nd Return visit. - Normally \$100.00- no charge.

0.00T

We reserve the right to charge 2% late fee per month on all balances over 30 days.

Sales Tax (0.0%) \$0.00

Payments/Credits \$0.00

Balance Due \$1,600.00



Servpro of NJ/Bergen/S&E
 Rockland
 811 Crescent Ave
 Waldwick, NJ 07463
 (201)236-2400/(845)753-3730
 Tax ID: 13-3848580

Invoice

Date	Invoice #
2/5/2019	0768

Bill To

Abbey Beak
 319 S Broadway
 Nyack, NY 10960
 (914)844-8330

Job Address

Terms	Job Date	Rep	Location
	2/5/2019		Southern Rockld

Item	Description	Amount
Water Remed	Mitigation Services Rockland County Sales Tax	1,588.55 133.04

SERVPRO
 151 CRESCENT AVE
 WALDWICK, NJ 07463
 (201)236-2400

SALE

TID: 001 REF#: 00000001
 Batch # 615 1t47.36
 02/05/19
 AVS Z
 APPR CODE: 269342
 AMEX Manual CRP
 *****2000 **/**

AMOUNT \$1,721.59

APPROVED

THANK YOU


*2/5 paid Amex
 Thank you*

TOWN OF GRANGELTOWN
 2019 FEB 29 A 10:15
 TOWN CLERK'S OFFICE

Total \$1,721.59

Payments/Credits \$0.00

Balance Due \$1,721.59

		2/13/2019	INVOICE	787
ABP Consulting 321 S Broadway Hackensack, NY 10960 (201)928-0413		 of Northwest Bergen of Southern Rockland County of Eastern Rockland County 151 Crescent Ave. Waldwick, NJ 07463 Tax ID# 13-3848380 <i>Independently Owned & Operated</i>		
JOB DATE	TERMS	SOURCE	Territory	SERVICES
				General Cleaning Bathtub \$245.00
				Credit Prior Sales Tax Tax ID in file \$133.04
SERVPRO 151 CRESCENT AVE WALDWICK, NJ 07463 (201)236-2400			SALE The # 001 REF#: 00000001 Batch # 618 02/08/19 09:50:38 AVS Z APPR CODE 221283 AMEX Manual CNP *****2000 ***	
AMOUNT				\$111.96
APPROVED				
THANK YOU PLEASE COME AGAIN				
CUSTOMER COPY				
			Total	
			\$111.96	

*2/13 pap Amex
Thank you*

(X) _____
Authorized Signature

I hereby acknowledge the satisfactory completion of the above-described work

(X) _____
Customer Signature

Terms of Payment
 Unless otherwise specified on this invoice, payment is due in full upon completion of service. Interest will be charged at the maximum allowable by law, or at 1.5% per month, whatever is lesser, on accounts 30 days overdue



Authorization to Perform Services and Direction of Payment

Customer Name: Abbie Beak Date of Loss: 2/7/2019
Loss Address: 321 South Broadway
City: NYACK State: NY Zip: 10960
Insurance Company: N/A Claim Number (if available): N/A

The undersigned Customer, being the building owner, owner's representative, or resident, authorizes the Provider identified below to perform any and all necessary cleaning and/or restoration services on Customer's property located at the property address above, and with respect to items that need to be cleaned at a remote location to remove and clean such items as necessary.

Customer authorizes Insurance Company, herein referred to as "Insurance Company," to pay Provider solely and directly for that portion of the work covered by Customer's insurance policy.

If, for any reason, Customer receives a check from Insurance Company made payable to Customer, Customer agrees to pay Provider immediately upon receipt of the check. In order to expedite payment to Provider, Customer hereby appoints Provider as attorney-in-fact, authorizing Provider to endorse Customer's name on Insurance Company checks or drafts, and to deposit Insurance Company checks or drafts for Provider services.

Customer agrees to pay Customer's deductible in the amount of \$ To Be Determined that applies to this claim. If any amounts owing to Provider for Provider services are not covered by insurance, Customer agrees to pay those amounts to Provider within fifteen (15) days of Customer's receipt of invoice. It is fully understood that Customer and its agents, successors, assigns, and heirs are personally responsible for any and all deductibles and any costs not covered by insurance. Interest and finance charges will be charged at the maximum allowable by law, or at 1.5% per month, whichever is less, on accounts over thirty (30) days past due. Time is of the essence.

Customer agrees that Provider is working for the Customer and not Customer's insurance company or any agent/adjuster.

Property Owned By: Abbie Beak Tappan Zee Constructors LLC (owners)
Abbie Beake - President
Remarks: ABP Consultancy Inc
(Property Manager)

I HAVE READ THIS AUTHORIZATION TO PERFORM SERVICES AND DIRECTION OF PAYMENT, INCLUDING THE TERMS AND CONDITIONS OF SERVICE ON THE NEXT PAGE HEREOF, AND AGREE TO SAME.

Customer Reviewed Customer Information Form: O Y O N

Customer's Signature: Abbie S Beake Provider's Signature:
Printed Name: Abbie Beak e Franchise Legal Name: Vingoe Enterprises, Inc.
Date: 2/7/2019 d/b/a SERVPRO of: Southern Rockland County
E-mail Address: abbie@abp-consult.com Contractor License #:
abbie@abp-consult.com

Authorization to Perform Services and Direction of Payment

Terms and Conditions of Service

READ CAREFULLY

Note: This Contract includes a limitation of liability and limitation of remedies.

1. **SERVPRO®** is one of the largest nationwide Cleaning and Restoration Franchise Systems in the United States. The **SERVPRO®** Franchise owner identified on the front of this Contract (the "Provider") is an independent contractor who agrees to perform the services identified on the front of this Contract (the "Services"). Client agrees to purchase, receive, and pay for the Services pursuant to the terms and conditions of this Contract. Servpro Industries, Inc., the Franchisor, is not a party to any agreement with Client, is not a guarantor of the Provider's Services, and is not subject to liability arising out of such Services.
2. Provider's performance of the Services is limited by, among other things, the pre-existing conditions and characteristics of the premises, material, fabrics, furniture, and/or other items. **PROVIDER EXPRESSLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY PRE-EXISTING CONDITIONS.** Client shall retain responsibility and shall be liable for all effects of and costs necessary to correct such conditions, including, by way of example and not limitation, the conditions identified below:
 - (a) Provider may, in its sole discretion, pre-test materials for removability of spots or stains; dye or color fastness; shrinkage; fading; adhesive breakdown; or other problems. It is not always possible to determine these conditions in advance. **PROVIDER DOES NOT GUARANTEE SPOT OR STAIN REMOVAL AND COLOR FASTNESS OR PREVENTION OF SHRINKAGE, FADING, OR ADHESIVE BREAKDOWN.**
 - (b) Provider **DOES NOT GUARANTEE** that wall and ceiling cleaning will restore the original color to painted surfaces.
 - (c) Not all fabrics are conducive to cleaning. Provider shall use reasonable efforts to advise Client of any adverse effects which may be reasonably foreseen due to the nature of the fabric or material involved. **PROVIDER DOES NOT GUARANTEE THAT SUCH MATERIALS CAN BE CLEANED OR THAT THERE WILL BE NO ADVERSE EFFECTS FROM ANY ATTEMPT TO CLEAN SUCH FABRICS.**
 - (d) A variety of materials are used in the manufacturing, upholstery and/or installation process. These materials include backing, lining, tacks, or other unknown substances that may cause discoloration or other adverse effects to the face material. Client acknowledges that it is impossible to determine when such adverse effects may occur and **PROVIDER DOES NOT GUARANTEE AGAINST SUCH ADVERSE EFFECTS.**
 - (e) Client acknowledges and agrees that mold is commonly found throughout the environment and that it is impossible to eradicate mold. **PROVIDER DOES NOT GUARANTEE THE REMOVAL OR ERADICATION OF MOLD.**
 - (f) Client acknowledges and agrees that limited photographs or video of the damage and cause may be made solely for work process and insurance claims purposes.
3. **PROVIDER SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES AND ALL IMPLIED WARRANTIES (EITHER IN FACT OR BY OPERATION OF LAW) INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING, CUSTOM OR USAGE OF TRADE. THIS CONTRACT PROVIDES FOR THE PROVISION OF SERVICES AND DOES NOT PROVIDE FOR A SALE OF GOODS.**
4. **Limitation of Liability:** IN NO EVENT SHALL PROVIDER, ITS OWNERS, ANY OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, FRANCHISOR, OR AFFILIATES BE RESPONSIBLE FOR INDIRECT, SPECIAL, NOMINAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES, OR FOR ANY PENALTIES, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ASSERTED, INCLUDING CONTRACT, NEGLIGENCE, WARRANTY, STRICT LIABILITY, STATUTE OR OTHERWISE, EVEN IF IT HAD BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE; OR FOR CLAIMS BY A THIRD PARTY. THE MAXIMUM AGGREGATE LIABILITY SHALL NOT EXCEED THREE TIMES THE AMOUNT PAID BY CUSTOMER FOR THE SERVICES OR ACTUAL PROVEN DAMAGES, WHICHEVER IS LESS. IT IS EXPRESSLY AGREED THAT CUSTOMER'S REMEDY EXPRESSED HEREIN IS CUSTOMER'S EXCLUSIVE REMEDY. THE LIMITATIONS SET FORTH HEREIN SHALL APPLY EVEN IF ANY OTHER REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. Some states/countries do not allow the exclusion or limitation of incidental or consequential damages, so the above may not apply to you.
5. Should Provider bring legal action to collect monies due under the Contract or should the matter be turned over for collection, Provider shall be entitled, to the fullest extent permitted under law, to reasonable legal fees and costs of any such collection attempt, in addition to any other amounts owed by Client. This attorney fee provision shall not be effective or enforceable in jurisdictions where attorney fee provisions are made reciprocal or invalid by operation of law. Consent is hereby given for filing of mechanic's liens by Provider for the work described in this contract on the property on which the work is performed if Provider is not paid.
6. Any labor, materials or other work beyond that identified in this Contract shall require a written amendment to this Contract and will result in additional charges.
7. Any claim by Client for faulty performance, for nonperformance or breach under this Contract for damages shall be made in writing to Provider within sixty (60) days after completion of services. Failure to make such a written claim for any matter which could have been corrected by Provider shall be deemed a waiver by Client. **NO ACTION, REGARDLESS OF FORM, RELATING TO THE SUBJECT MATTER OF THIS CONTRACT MAY BE BROUGHT MORE THAN ONE (1) YEAR AFTER THE CLAIMING PARTY KNEW OR SHOULD HAVE KNOWN OF THE CAUSE OF ACTION.**
8. A failure of either party to exercise any right provided for herein shall not be deemed to be a waiver of any right hereunder.
9. **CLIENT AND PROVIDER EACH WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY WITH RESPECT TO ANY AND ALL CLAIMS OR CAUSES OF ACTION (INCLUDING COUNTERCLAIMS) RELATED TO OR ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS CONTRACT AND AGREE THAT ANY CLAIM OR CAUSE OF ACTION WILL BE TRIED BY A COURT TRIAL WITHOUT A JURY.**
10. If any provision of this Contract is found to be ineffective, unenforceable or illegal for any reason under present or future laws, such provision shall be fully severable, and this Contract shall be construed and enforced as if such provision never comprised a part of this Contract. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the ineffective, unenforceable or illegal provision or by its severance from this Contract.
11. No modification, termination, or attempted waiver of this Contract shall be valid unless in writing and signed by the party against whom the same is sought to be enforced.

SERVPRO® Franchisees are always looking for motivated employees.
SERVPRO's individually owned and operated franchises offer a variety of positions including crew chief, production technician, marketing representative, administrative assistant, and many more.

DATE	FOOD / HOTELS	LOCATIONS	DOLLAR AMOUNT
2/26/2019		Jim & Elizabeth Sandman 319 South Broadway South Nyack, NY 10960	
1/31/19 - 2/1/19 ONE night stay Thursday 1/31/19	Hotel	Marriott Tarrytown Westchester 475 White Plains Road Tarrytown, NY 10591	\$145.25
1/31/2019	Dinner	Coopers Mill 670 Tarrytown Road Tarrytown, New York 10591	\$53.00
2/1/19 - 2/3/19 TWO night stay Friday 2/1/19 & Saturday 2/2/19	Hotel Check out Sunday 2/3/19	Hotel 48 Lex New York 517 Lexington Avenue New York, NY 10017	\$277.44
2/1/2019	Breakfast	Dunkin Donuts 137 Wildey Street Tarrytown, NY 10591	\$18.00
2/1/2019	Dinner	The Smith 956 Second Avenue New York, NY 10022	\$51.00
2/1/2019	Lunch	Sushi Thai Asian Fusion 53 N Broadway Tarrytown, NY 10591	\$27.58
2/2/2019	Lunch	Ellen's Stardust Diner 1650 Broadway New York, NY 10019	\$59.29
2/2/2019	Dinner	Ashley's Fine Foods 500 Lexington Avenue New York, NY 10017	\$40.01
2/3/2019	Lunch	Ivan Ramen 25 Clinton Street New York, NY 10002	\$57.00
2/4/2019	Lunch - Elizabeth	Capri Pizza 350 South Broadway Tarrytown, NY 10591	\$17.72
2/4/2019	Lunch - Jim	Lefteris Gyro 1 N Broadway Tarrytown, NY 10591	\$12.00
2/4/2019	Breakfast	Dunkin Donuts 137 Wildey Street Tarrytown, NY 10591	\$18.00
2/5/2019	Lunch	C Town Supermarket 114 N Broadway Tarrytown, NY 10591	\$16.33
2/5/2019	Breakfast	The Bagel Emporium 350 S Broadway Tarrytown, NY 10591	\$13.54
	Food & Hotel	SUB TOTAL CHARGES	\$806.16
	See next page	PERSONAL PROPERTY DAMAGED	\$2,922.21
Returned home after work on 2/5/19		TOTAL	\$3,728.37

Claim Infor for 319 House		Jim & Elizabeth Sandman 319 South Broadway South Nyack, NY 10960	Page 2
		NOTE: On Wednesday 1/30/19 Jim and Elizabeth were instructed by the town NOT to go back into their home due to the raw sewage in their basement. We made arrangements to remove the raw sewage from the basement using Oscars Sewer and Drain and proceeded with the clean up and disinfecting using Servpro.	



Receipt for Courtyard by Marriott Tarrytown Westchester County, Tarrytown

Jan 31, 2019 - Feb 1, 2019

Itinerary # 7409376222539

Booked Items

Hotel: Courtyard by Marriott Tarrytown Westchester County

475 White Plains Rd, Tarrytown, NY10591

Check-in: 1/31/2019 | Check-out: 2/1/2019, 1 room | 1 night

Traveler Information

Elizabeth Sandman

Room 1: Room, 2 Queen Beds

Cost Summary

Booked Date: Jan 31, 2019

Room Price	\$145.25
1 night	\$129.00
Taxes & Fees	\$16.25

Total: \$145.25

Collected by Expedia

Paid: \$145.25

[AmericanExpress 6007]

All prices quoted in USD.

Hotel Thursday night

<

WESTCHESTER MARRIOTT

dinner @ Coopers Mill Thurs. Receipt MIA at the moment.

Feb 1

\$53.00

Will appear on your Feb 14 statement as WESTCHESTER MARRIOTT TARRYTOWN NY

Tags

Add tag

Card

JAMES SANDMAN - 43012

Let us know what you think

Help us make Account Activity even better! Tell us what you like, and what we can improve.

Submit Feedback

Don't recognize this charge?

When you open a dispute, we'll ask you a series of questions to give us more information about how to help you.

Dispute this charge

WESTCHESTER MARRIOTT

670 WHITE PLAINS RD



Hotel 48LEX New York
517 LEXINGTON AVE
NEW YORK NY 10017

Sandman, Elizabeth
 8148 Euclid Ave
 Munster, IN 46321

Confirmation Number: 52026922-1
 Room Number: 1901
 Room Type: PRMK
 No. of Guests: 3

TAX ID	ARRIVAL	DEPARTURE	RATE PLAN	ACCOUNT
	02/01/2019	02/03/2019	WEBOFF	78445
DATE	CODE	DESCRIPTION	COMMENT	AMOUNT (USD)
<u>02/01/2019</u>	1000	Guest Room		116.10
02/01/2019	7100	NY State Sales Tax 8.875%		10.30
02/01/2019	7110	NYC Occupancy Tax 5.875%		6.82
02/01/2019	7120	New York City Javitz Fee		4.00
02/01/2019	7130	New York State Hotel Unit Fee		1.50
02/02/2019	1000	Guest Room		116.10
02/02/2019	7100	NY State Sales Tax 8.875%		10.30
02/02/2019	7110	NYC Occupancy Tax 5.875%		6.82
02/02/2019	7120	New York City Javitz Fee		4.00
02/02/2019	7130	New York State Hotel Unit Fee		1.50
<u>02/03/2019</u>	9020	American Express *****3012	payment	(277.44)
			Sub-Total:	232.20
			Total Tax:	45.24
			Total Payments:	(277.44)
			Total Due:	0.00

TERMS /

SIGNATURE / _____

DATE / _____

hotel Friday and Saturday night
 2/1/19 2/2/19

Great Fast Friday

Welcome to Dunkin' Donuts
Store #345229
137 Wiley Street, Tarrytown
1/12/2019 7:43:06 AM

at In
Order: 693

Register: 1
Operator: William R.
Transaction Seq No: 2482693

*****SALE*****
Fran Coffee Lg Orig 4.79
Caramel Swirl
Hot Choc Lg Original 2.99
Bnl 2 Egg Ssg Amr TT 4.49
Bnl 2 Egg Dblcn Amr TT 4.49
Sub. Total: \$16.76
Tax: \$1.24
Total: \$19.00
Discount Total: \$0.00
Change \$0.00
Amex: \$18.00

45X
Ord Num : *****5007
Terminal : 1
Approval : S36500
C : 400000025010801
R : 0000001060
D : 06560103A02002
I : EB00
: Y3
: E02808
D\$ 18.00

Tell us about today's visit
at www.tellourdunkin.com within 3 days

RECEIVE A FREE CLASSIC DONUT
on your next visit when you
purchase a Medium or Larger Beverage
Survey Code: 69301-45229-0702-0191
For Validation Code:
See restrictions on dunkindonuts.com

Visit Dunkinflation.com for product
offers and news. Enter Code DD2957

Thank You Come Back Again
Questions/Comments (646)255-3356

Dunkin' Donuts
956 2nd Ave
New York, NY 10022
212-644-2700

23 Elizabeth
Tbl 133/1 Csk 8667 Gst 3
Feb01'19 09:59PM
1 Smith Burger 18.00
1 Cavatelli 23.00
Food 41.00
Tax 3.64
10:37PM Total Due **44.64**

Thank you for dining with us!
6.36
\$51.00

dinner Friday

Dunkin' Donuts
956 2nd Ave
New York, NY 10022
212-644-2700

Date: Feb01'19 10:38PM
Card Type: Amex
Acct #: XXXXXXXXXXXX3012
Card Entry: SWIPED
Trans Type: PURCHASE
Trans Key: KIK008791466769
Auth Code: 588042
Check: 8667
Table: 133/1
Server: 23 Elizabeth

Subtotal: 44.64
TIP 6.36
TOTAL \$51.00
SIGNATURE [Signature]

Thank you for dining with us!

Customer Copy

dinner Friday

Friday lunch

Thanks for your order, James Sandman

Your Invoice

E-mail Address: jpsandman@gmail.com

From: Sushi Thai Asian Fusion
53 N Broadway
Tarrytown, NY 10591

Order Date: 2/1 12:51 PM
Order Require Time: ASAP
Order #: 47265553
Order Type: Delivery

Customer:

James Sandman
41 Hudson View Way
Tarrytown, 10591
PH#: (219)512-4961

Order Details

- 1 of 3. Yaki Udon with Beef (Lunch)(X1 \$10.00)
- 2 of 3. Lunch Combo 3 Rolls(X1 \$12.00)
- 3 of 3. Coke12 oz(X1 \$1.50)

Go to North side of building and call to be let in.

Order #: 47265553
Order type: Delivery
Subtotal: \$23.50
Tax \$1.73
Tip: \$2.35
Delivery Charge \$0.00

Total amount due: \$27.58

Your AMEX card ending with 3012 has been charged by Beyondmenu.com., not by the restaurant. If you have any questions regarding your payment, please contact (630) 776-3590.

Have questions about your order?

lunch Saturday



Ellen's Stardust Diner
1650 Broadway
New York, NY 10019
212-956-5151

Saturday, February 2, 2019 2:53 PM
Server(s): Vine,
Table: 12
Guest Name: No Guest Name
of Guests: 2

Check#: 1858020

Reprint #: 1
Order: DineIn
Area: Dining Room

DRChicken & Waffles	\$23 50
DRMac N Cheese Burger	\$22 50
Subtotal	\$46 00
Gratuity Included	\$9.20
Sales Tax	\$4.09
Total Taxes	\$4 09
Total	\$59.29

BALANCE DUE \$59.29

Thank you

dinner Saturday

ASHLEY'S
FINE FOODS
500 LEXINGTON AVE
NEW YORK NY 10017

DATE	02/02/2019	SAT
2.98 TG	A \$10.99/TG	
SALAD SH FI		\$27.26
GROCERY FI		\$4.50
GROCERY FI		\$4.99
ITEMS 3.00		
TAXI AMT		\$5.26
TOTAL		\$40.01
CREDIT CARD		\$40.01
***** REPRINT *****		
NO.000160 REG02 1 EMPLOYEE		TIME 21:46

Lunch Sunday



Ivan Ramen
25 Clinton St
New York, NY 10002
(646) 678-3859

← Same →



Ivan Ramen
25 Clinton St
New York, NY 10002
(646) 678-3859

Server: Elmer D
02/03/19 2:45 PM
Check #60 Table 52
Seats 3, 4

Input Type C (EMV Chip Read)
AMERICAN EXPRESS xxxxxxxx3012
Time 2:47 PM

Transaction Type Sale
Authorization Approved
Approval Code 883809
Payment ID hFFXszUchKry
Application ID A000000025010801
Application Label AMERICAN EXPRESS
Terminal ID 179c56d17adf0af
Merchant ID 026971986
Card Reader HASTEK_EDYNAMO

Amount \$47.91
+ Tip: \$9.09
= Total: \$57.00

X 
JAMES SANDHAN

Customer Copy

Thank you for dining with us!

Server: Elmer D
02/03/19 2:45 PM
Check #60 Table 52
Seats 3, 4

Steamed Pork Buns \$10.00
Lamb Dan Dan \$17.00
Chicken Paitan \$17.00
Subtotal \$44.00
Tax \$3.91
Total \$47.91

9.09
57.00

Thank you for dining with us!

\$57.00

Liz lunch Monday

Capri Pizza
350 South Broadway
Tarrytown, NY 10591
914-631-5400

Date: Feb04'19 12:15PM
Card Type: AMEX
Acct #: XXXXX XXXX3012
Card Entry: SWIPED
Trans Type: PURCHASE
Auth Code: 503517
Check: 498
Check ID: JEM
Server: 500 QuickScr

Subtotal: 17.72

TIP

TOTAL

17.72

SIGNATURE

Guest Copy

Jim lunch Monday

Letter is Gyro
1 No Broadway
Tarrytown, NY 10591
914-524-9687

02/04/2019

12:13:20

Credit Sale:

Transaction #: 2
Card Type: AMEX
Account: *****3012
Entry: Chip

Amount: USD\$9.65
TIP: USD\$2.35

Total: USD\$12.00

Ref. Number: 04439153
Auth. Code: 820187
Batch Number: 200
Response: Transaction approved

Mode: Issuer
ATD: 000000025010801
TVR: 0000000000
IAD: 06480103210002
TSI: E800
ARC: Z3
APPLAB: AMERICAN EXPRESS

CUSTOMER COPY

Thank You!

Wicuttast Monday

Welcome to Dunkin' Donuts
Store #345229
137 Wildey Street, Tarrytown
2/4/2019 7:15:23 AM

Eat In
Order: 942

Register: 1 Tran Seq No: 2484942
Cashier: William R.

*****SALE*****

1 Frzn Coffee LG Orig 4.79
CaramelSwrl
1 Hot Choc LG Original 2.99
1 4BrwnSgrBcn Egg Amr Cros 4.49
Toasted
1 BnT 2Egg Ssg Amr TT 4.49
Sub. Total: \$16.76
Tax: \$1.24
Total: \$18.00
Discount Total: \$0.00
Change \$0.00
Amex: \$18.00

AMEX

Card Num : *****3007

Terminal : 1

Approval : 803654

ATD : A000000025010801

TVR : 0000001000

IAD : 06480103A02002

TSI : E800

AR : Y3

TC : E028C8

USD\$ 18.00

Tell us about today's visit
at www.telldunkin.com within 3 days

RECEIVE A FREE CLASSIC DONUT

on your next visit when you
purchase a Medium or Larger Beverage
Survey Code: 94201-45229-0702-0499

Enter Validation Code:

See restrictions on dunkindonuts.com

Visit DunkinNation.com for product
offers and news. Enter Code DD2957

Thank You Come Back Again

Suggestions/Comments (646)255-3356

Lunch Tuesday



CITY Market
114 NORTH BROADWAY
TARRYTOWN, NY
914-332-7400

1-227-037 (2/5/2019) 12:10:16 CARLOTA
PMM:00329778 TST:179454

GRALED BREAD	\$2.39 F
ROAST BEEF PANCIETTA	\$10.19 F
BRIOCHE ROLL	\$7.99 F
1/24 lb @ \$7.49/lb	
EGG FOODS 5.4 FLX CONTAINER	\$9.29 T1
1/24 lb @ \$7.49/lb	
EGG FOODS B.K. RND. CONTAINER	\$5.92 T1
FORMERS NEW Large Ca	\$4.49 F

Net Sales	\$40.27
Net 7.375 (613.21)	\$1.12
TOTAL SALES	\$41.39
SUB TOTAL	\$41.39

AmEx 6007	\$11.99
Balance	\$0.00

Hand No: 542929816354747
PMM IN: 00619783
TYPE: Purchase
CARD: AMEX
CARD: AMEX
ENTRY METHOD: C
AMOUNT: \$41.39

RESULT: CO APPROVED CARD
DATE/TIME: FEB 05, 2019 12:08
SEQUENCE #: 00031
AUTHOR: Y: 883822
LEADER: AMERICAN EXPRESS
APP: 00
AID: A300000025110501
FIR: 3500008000
LAD: 05430103801004
FEI: 5300
AT: 0384AC2210486473

Thank you.

\$9.29
\$5.92
\$1.12

\$16.33

breakfast Tuesday
The Bagel Emporium Of
Tarrytown

350 south broadway
tarrytown, NY 10591
(914) 333-0033

Feb 5, 2019
7:24 AM

<http://www.bagelemporium.com>

Authorization 543425
Receipt urNg AmEx 6007

EGG SANDWICH SEC	\$5.00
BAGEL WITH FLAVORED CC	\$3.09
SODA 20 OZ	\$2.25
TROPICANA 12OZ	\$2.60
Subtotal	\$12.94
SALES TAX	\$0.60
Total	\$13.54
AmEx 6007 (Swipe)	\$13.54
Elizabeth Sandman	

16.33

Sandman- Damaged Personal Property

Damaged Personal Property		
	Jim & Elizabeth Sandman 319 South Broadway South Nyack, NY 10960	1/30/2019
\$ 567.00	Dive gear BCD	
\$ 495.00	Dive gear regulator	
\$ 157.00	Dive gear Octo	
\$ 440.00	Dive gear 3-gauge computer console	
\$ 160.00	Dive gear gear bag	
\$ 70.00	Dive gear fins	
\$ 60.00	Dive gear boots	
\$ 70.00	Dive gear Gloves	
\$ 169.95	Dive gear 5mm full wetsuit	
\$ 96.98	Dive gear mask with -5.0 lenses	
\$ 10.00	Dive gear mask strap	
\$ 55.00	Dive gear snorkle	
\$ 29.95	Dive gear retractable	
\$ 5.95	Dive gear bulb octo holder	
\$ 129.00	Dewalt 20v max hammer drill	
\$ 22.98	Washing machine supply hoses	
\$ 11.98	Washing machine discharge hose	
\$ 33.71	32 Gal wheeled outdoor trash can	
\$ 15.00	Car seat angle adjuster	
\$ 15.00	Car seat rear facing attachment	
\$ 15.00	Hangers	
\$ 66.89	Fake grass mat	
\$ 2,696.39	Subtotal	
\$ 225.82	8.375%	Nyack tax
\$ 2,922.21	TOTAL	
	Items damaged from town raw sewer pipe that backed up into the basement.	

TOWN OF ORANGETOWN
2019 FEB 29 A 10:15
TOWN CLERK'S OFFICE

Victoria Conte

From: Jim Sandman
Sent: Monday, February 11, 2019 4:53 PM
To: Victoria Conte
Cc: Elizabeth Sandman
Subject: RE: Claim
Attachments: Replacement Costs.xlsx

Victoria,

Here is the list of items from the bags that are replaceable.

Unfortunately the box that was in it contained many irreplaceable keepsakes like our daughters hand print art from her first years, cards, ticket stubs, playbills, marked up maps for vacation plans, etc.

I believe Liz already sent the expenses from while we were displaced, but if not let us know and we'll send that as well.

Please let us know if anything else is needed.

From: Victoria Conte
Sent: Friday, February 08, 2019 4:44 PM
To: Elizabeth Sandman <Elizabeth.Sandman@tzc-llc.com>; Jim Sandman <Jim.Sandman@tzc-llc.com>
Subject: Claim

HI

if possible, you can go thru the items in the bags and let me know what needs to be replaced, besides the diving suits and equipment?

We need to submit the claim by next week.

Thank you
Victoria

Victoria Conte
Office Manager
Tappan Zee Constructors, LLC

victoria.conte@tzc-llc.com
O + 1.914.789.3200
M + 1.914.844.8530
555 White Plains Road, Suite 400, Tarrytown, NY 10591
<http://www.tappanzeeconstructors.com>



Please visit our equipment sales website at www.tappanzeesales.com

Mackey Hotel

DATE	HOTEL	LOCATIONS	DOLLAR AMOUNT
2/1/2019		Robert and Kim Mackey 317 South Broadway South Nyack, New York 10960	
1/31/19 ONE night Hotel stay	Hotel	The Time Nyack 400 High Avenue Nyack, New York 10960	\$121.37
1/31/19 ONE night stay	Boarding for Dog	PetSmart 369 Tarrytown Road Greenburgh, New York 10607	\$56.90
		TOTAL	\$178.27
		Robert & Kim Mackey were instructed by the Town NOT to go home, during Day One of the Broken Sewage Pipe. They spent ONE night in a hotel and needed to board their dog for the ONE day/night.	

THE TIME®

NEW YORK

Mackey Jr, MR Robert J
555 White Plains Rd Ste 400
Tarrytown, NY 10591

Confirmation Number: 71748739-1
Room Number: 328
Room Type: DDL
No. of Guests: 3

TAX ID	ARRIVAL	DEPARTURE	RATE PLAN	ACCOUNT
	01/31/2019	02/01/2019	DLYBL1	66601
DATE	CODE	DESCRIPTION	COMMENT	AMOUNT (USD)
01/31/2019	1000	Room Charge		100.00
01/31/2019	1040	OCCUPANCY TAX		3.00
01/31/2019	1030	NYS SALES TAX 8.375%		8.38
01/31/2019	1009	Facilities Fee		9.99
02/01/2019	9004	VISA CARD *****2971		(121.37)
Sub-Total:				109.99
Total Tax:				11.38
Total Payments:				(121.37)
Total Due:				0.00

TERMS /

SIGNATURE / _____

DATE / _____

Victoria Conte

From: Robert.Mackey
Sent: Tuesday, February 05, 2019 8:42 PM
o: Victoria Conte
Subject: FW: Your bill from Time Nyack for your stay 71748739-1 on 01/31/2019
Attachments: BZFOLI.pdf

Victoria,

Attached is our receipt for the night we were displaced from 317 S Broadway.

Thank you

Robert Mackey
Finance Manager
Tappan Zee Constructors, LLC

Robert.mackey@tzc-llc.com
O 914.789.3358
M 914.407-5681
555 White Plains Road, Suite 400, Tarrytown, NY 10591 www.tappanzeestructors.com

Hotel
\$ 121.37

-----Original Message-----

From: nyackinfo@thetimehotels.com [mailto:nyackinfo@thetimehotels.com]
Sent: Friday, February 1, 2019 7:18 AM
To: Robert.Mackey <Robert.Mackey@tzc-llc.com>
Subject: Your bill from Time Nyack for your stay 71748739-1 on 01/31/2019

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Robert.Mackey

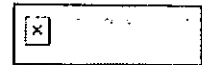
From: Kimberly Mackey <kimbiemack@gmail.com>
Sent: Thursday, February 14, 2019 10:40 AM
To: Robert.Mackey
Subject: Fwd: Here's your receipt.

Sent from my iPhone

Begin forwarded message:

From: PetSmart <PetSmart@emails.petsmart.com>
Date: February 1, 2019 at 4:53:23 PM EST
To: kimbiemack@gmail.com
Subject: Here's your receipt.
Reply-To: PetSmart <reply@emails.petsmart.com>

Mackey
Dog Boarding
1 Night
1 Day
1C
\$56.90



hi Kimberly | 0 pls.

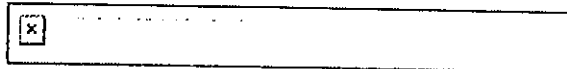
your eReceipt

Thanks for shopping at:
PetSmart #2353
369 Tarrytown Road, Greenburgh, NY 10607-1423
914-461-2306

sale details

SALE T-8113 C-104104 2353/104
Community Cashier #495186
02/01/2019 04:52 PM

Receipt Valid Through 04/02/2019



item(s) purchased

ATRIUM MEDIUM STANDAR

\$35.00

Item #0040051211081

Reg Price

\$ 35.00

Return Price

\$35.00 each

CAMP FULL DAY

\$18.00

Item #0040050595721

Reg Price

\$ 18.00

Return Price

\$18.00 each

~~NAILGRNDPSH~~

~~\$13.00~~

~~Item #0040051478621~~

~~Reg Price~~

~~\$ 13.00~~

~~Return Price~~

~~\$13.00 each~~

ve

Remove charge

ve

purchase summary

Subtotal

~~\$53.00~~

Taxable Amount

~~\$66.00~~

Non-Taxable Amount

\$66.00

TAX 7.375%

\$0.00

Total

~~\$4.87~~ *\$3.90*

DISCOVER (EMV) ending in - 7533

~~\$70.87~~

00159B

\$70.87

Chip Read

~~\$66.90~~

AID: a0000001523010

Change Due

\$ 0.00

Total Item(s) Sold 3 | Total Item(s) Returned 0







CONTRACT NO. DEME-BC-2019-01
CONTRACT TITLE: Backcharge
LOCATION: 319, South Broadway, South Nyack
FORCE ACCOUNT RECORDS: Replacement of Existing Sewer Line Damaged By Yonkers Construction
Cost Summary: WEEK ENDING: 02/03/19 DEME-BC-2019-01

BILLABLE Labor Cost: DEME	
Regular Wages: (1)	\$13,811.15
Fringe Benefits: (2)	\$8,905.43
SUBTOTAL (a) = (1) + (2)	\$22,716.58
Additional Wages (3)	
SUBTOTAL (A) = SUBTOTAL(a) + (3)	\$22,716.58
TOTAL OF LABOR = Sum of SUBTOTALS =	\$22,716.58
Equipment Cost: DEME	
Total Cost of Owned Equipment =(4)	\$5,186.98
Total Cost of Rented Equipment =(5)	\$0.00
TOTAL EQUIPMENT COSTS: Sum of (4) + (5)	\$5,186.98
Material Cost: DEME	
Total Cost of Material =(6)	\$0.00
TOTAL MATERIAL COSTS:	\$0.00
SUBS/SERVICES/OUTSIDE CONTRACTORS: DEME	
SUBS: (7)	
SERVICES: (8)	
OUTSIDE CONTRACTORS: (9)	\$43,249.82
Total SUBS/SERVICES/OUTSIDE CONTRACTORS: DEME	\$43,249.82
Total Cost of the Extra Work = TOTAL COST (LABOR+EQUIPMENT+MATERIAL+ SERVICES)	\$71,153.38

Vendor # 4062

G. 8120.200.09 Emergency
TO Natalie for Process 2/21/19



P.O. Box 563 • Stony Point, New York 10980

TEL: (845) 429-0497; FAX: (845) 429-0483

RECEIVED
FEB 4 2019
TOWN OF ORANGETOWN
D.E.M.E. - SEWER DEPARTMENT

INVOICE

DATE	INVOICE #
2/4/2019	6742

BILL TO
Town of Orangetown Joe Messina 127 Route 303 Orangeburg, NY 10962

PROJECT
Emergency Call Sewer Blockage So Broadway & Eliz Pl

ECI JOB NO.	TERMS	DUE DATE
2019-1536	On Receipt	2/4/2019

DESCRIPTION	QTY.	RATE	AMOUNT
FEBRUARY 1, 2019			
MOBILIZE TO SITE TO EXPOSE SEWER BLOCKAGE			
11 HOURS: 8 REGULAR, 3 HOURS OVERTIME			
PREVAILING WAGE RATES			
FOREMAN	8	95.00	760.00
FOREMAN OVERTIME	3	142.50	427.50
4 LABORERS	32	90.00	2,880.00
4 LABORERS OVERTIME	12	135.00	1,620.00
HEAVY EQUIPMENT OPERATOR	8	110.00	880.00
HEAVY EQUIPMENT OPERATOR OVERTIME	3	165.00	495.00
2 TRUCK DRIVERS	16	95.00	1,520.00
2 TRUCK DRIVERS OVERTIME	6	142.50	855.00
CAT EXCAVATOR	11	95.00	1,045.00
CAT LOADER	11	70.00	770.00
TRI AXLE DUMP TRUCK	11	70.00	770.00
FLAT BED BOOM TRUCK	11	65.00	715.00
2 MANHOLE SHORING BOXES	1	1,807.16	1,807.16
2 UTILITY TRUCKS & TOOLS	22	30.00	660.00
COMPRESSOR & TOOLS	11	25.00	275.00
EQUIPMENT TRAILER	5	15.00	75.00
FEBRUARY 2, 2019 - SATURDAY, OVERTIME PREVAILING WAGES			
FOREMAN	11	142.50	1,567.50
4 LABORERS	44	135.00	5,940.00

Thank you for your business. We appreciate your prompt payment.

INVOICE TOTAL
Payments/Credits
Balance Due



P.O. Box 563 • Stony Point, New York 10980

TEL: (845) 429-0497; FAX: (845) 429-0483

INVOICE

DATE	INVOICE #
2/4/2019	6742

BILL TO
Town of Orangetown Joe Messina 127 Route 303 Orangeburg, NY 10962

PROJECT
Emergency Call Sewer Blockage So Broadway & Eliz Pl

ECI JOB NO.	TERMS	DUE DATE
2019-1536	On Receipt	2/4/2019

DESCRIPTION	QTY.	RATE	AMOUNT
HEAVY EQUIPMENT OPERATOR	11	165.00	1,815.00
2 TRUCK DRIVERS	22	142.50	3,135.00
CAT EXCAVATOR	11	95.00	1,045.00
CAT LOADER	11	70.00	770.00
TRI AXLE DUMP TRUCK	11	70.00	770.00
FLATBED BOOM TRUCK	11	65.00	715.00
VAC TRUCK 2100	5	85.00	425.00
2 MANHOLE SHORING BOXES	1	1,807.16	1,807.16
2 UTILITY TRUCKS & TOOLS	22	30.00	660.00
COMPRESSOR & TOOLS	11	25.00	275.00
MANHOLE, CASTING & ACCESSORIES (EMERG OPEN)	1	3,800.00	3,800.00
8 X 8 FERNCO	1	40.00	40.00
GENERATOR & PUMP	11	22.50	247.50
6 BOXES INFI SHIELD	6	193.00	1,158.00
20 TONS 3/4" GRAVEL	20	25.00	500.00
FEBRUARY 4, 2019			
DEMOBILIZATION OF EQUIPMENT AND TOOLS FROM SITE			
HEAVY EQUIPMENT OPERATOR	5	110.00	550.00
LABORER	5	90.00	450.00
2 TRUCK DRIVERS	10	95.00	950.00
2 FLATBED BOOM TRUCKS	10	65.00	650.00
TRI AXLE DUMP TRUCK	5	70.00	350.00
EQUIPMENT TRAILER	5	15.00	75.00

Thank you for your business. We appreciate your prompt payment.	INVOICE TOTAL	\$43249.82
	Payments/Credits	\$0.00
	Balance Due	\$43249.82

THIS CERTIFICATION MUST BE COMPLETED ON EACH WEEKLY PAYROLL FORM USED BY THE CONTRACTOR OR SUBCONTRACTOR

Date February 4, 2019

Bruce F. Smith Vice President
 (Name of signatory party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by Environmental Construction Inc.
 (Contractor or Subcontractor)

_____ , that during the payroll period commencing on the 1st
 day of Feb., 2019, and ending the 5th day of Feb 2019
 all persons employed on said project have been paid the full weekly wages earned, that no
 rebates have been or will be made either directly or indirectly to or on behalf of said

Contractor from the full
 (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or
 indirectly from the full wages earned by any person, other than permissible deductions as
 defined in Articles 8 and 9 and described below:

(2) That any payrolls submitted for the above period are correct and complete; that the
 wage rates for laborers, workers, or mechanics contained therein are not less than the
 applicable wage rates contained in any wage determination incorporated into the contract; that
 the classifications set forth therein for each laborer, worker or mechanic conform with the work
 he/she performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide
 apprenticeship program registered with a State apprenticeship agency recognized by the Bureau
 of Apprenticeship and Training, United States Department of Labor, or if no such recognized
 agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United
 States Department of Labor.

(4) That:

- (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
- In addition to the basic hourly wage-rates paid to each laborer, worker or mechanic listed
 in the above referenced payroll, payments of fringe benefits as listed in the
 contract have been or will be made to appropriate programs for the
 benefit of such employees, except as noted in Section 4(c).

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer, worker, or mechanic listed in the above-referenced payroll has been
 paid, as indicated on the payroll, an amount not less than the sum of the
 applicable basic hourly wage rate plus the amount of the required fringe benefits
 as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

SIGNATURE
Bruce F. Smith
 THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR
 TO CIVIL OR CRIMINAL PROSECUTION. SEE ARTICLES 8 AND 9.



ENVIR-3

OP ID: ER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/16/2018

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER
CLG Insurance
172 Main Street
Nanuet, NY 10954
Edward F. Carpezzi, CIC

845-623-3434

CONTACT NAME:
PHONE (A/C, No, Ext): 845-623-3434
FAX (A/C, No): 845-623-4332
E-MAIL ADDRESS: certificates@clginsurance.com

INSURED Environmental Construction Inc
PO Box 563
Stony Point, NY 10980

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Selective Way	26301
INSURER B:	Travelers Property Casualty	36161
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

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 INSD	SUBR LWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		S1985219	01/01/2019	12/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			S1985219	01/01/2019	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			ZUP-15T50739-18-NF	01/01/2019	12/31/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Town of Orangetown is included as additional insureds under the General Liability & Umbrella Liability as per the written agreement with regard to work performed by the named insured. Per the terms of the blanket additional insured endorsement, coverage for the additional insureds is contingent upon a written agreement with the named insured requiring such coverage.

CERTIFICATE HOLDER
TOWN003
Town of Orangetown
26 Orangeburg Road
Orangeburg, NY 10962

CANCELLATION
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



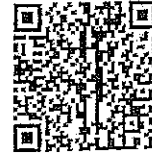
New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

WESTCHESTER ONE, 44 SOUTH BROADWAY, 10TH FLOOR, WHITE PLAINS, NY 10601-4411

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

133479795
ENVIRONMENTAL CONSTRUCTION INC
P O BOX 563
STONY POINT NY 10980



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER ENVIRONMENTAL CONSTRUCTION INC P O BOX 563 STONY POINT NY 10980
--

CERTIFICATE HOLDER TOWN OF ORANGETOWN 28 ORANGEBURG ROAD ORANGEBURG NY 10962
--

POLICY NUMBER W 949 623-3	CERTIFICATE NUMBER 830494	POLICY PERIOD 07/24/2018 TO 07/24/2019	DATE 2/5/2019
-------------------------------------	-------------------------------------	--	-------------------------

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 949 623-3, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING



CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)
 ENVIRONMENTAL CONSTRUCTION INC
 21 HOLT DRIVE
 P.O. BOX 563
 STONY POINT, NY 10980-0563

Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)

1b. Business Telephone Number of Insured
 (845) 429-0497

1c. Federal Employer Identification Number of Insured or Social Security Number
 133-47-9795

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
 TOWN OF ORANGETOWN
 26 ORANGEBURG ROAD
 ORANGEBURG, NY 10962

3a. Name of Insurance Carrier
 New York State Insurance Fund (NYSIF)

3b. Policy Number of Entity Listed in Box "1a"
 DBL 2447 05 - 1

3c. Policy effective period
 01/23/1990 to 07/01/2019

4. Policy provides the following benefits:
- A. Both disability and paid family leave benefits
 - B. Disability benefits only
 - C. Paid family leave benefits only

5. Policy covers:
- A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law
 - B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 2/5/2019 By *Melissa Jensen*
 (Signature of insurance carrier's authorized representative or NYS Licensed insurance Agent of that insurance carrier)

Telephone Number (866) 697-4332 Name and Title Melissa Jensen, Acting Head of Disability Insurance Unit

IMPORTANT: If Box 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
 (Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS-licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

CONTRACT NO. DEME-BC-2019-01
CONTRACT TITLE: Backcharge
LOCATION: 319, South Broadway, South Nyack
FORCE ACCOUNT RECORDS: Replacement of Existing Sewer Line Damaged By Yonkers Construction
Cost Summary: WEEK ENDING: 02/17/19 DEME-BC-2019-01

BILLABLE Labor Cost: DEME	
Regular Wages: (1)	\$2,339.05
Fringe Benefits: (2)	\$1,508.22
SUBTOTAL (a) = (1) + (2)	\$3,847.26
Additional Wages (3)	
SUBTOTAL (A) = SUBTOTAL(a) + (3)	\$3,847.26
TOTAL OF LABOR = Sum of SUBTOTALS =	
	\$3,847.26
Equipment Cost: DEME	
Total Cost of Owned Equipment =(4)	\$1,146.43
Total Cost of Rented Equipment =(5)	\$0.00
TOTAL EQUIPMENT COSTS: Sum of (4) + (5)	
	\$1,146.43
Material Cost: DEME	
Total Cost of Material =(6)	\$0.00
TOTAL MATERIAL COSTS:	
	\$0.00
SUBS/SERVICES/OUTSIDE CONTRACTORS: DEME	
SUBS: (7)	
SERVICES: (8)	
OUTSIDE CONTRACTORS: (9)	
Total SUBS/SERVICES/OUTSIDE CONTRACTORS: DEME	\$0.00
Total Cost of the Extra Work = TOTAL COST (LABOR+EQUIPMENT+MATERIAL+ SERVICES)	
	\$4,993.70

**DEME-BC-2019-01
DEME EQUIPMENT SUMMARY**

WEEK ENDING: 02/17/19
319, South Broadway, South Nyack

LOCATION:

CONTRACT NO. DEME-BC-2019-01
CONTRACT TITLE: Backcharge
Replacement of Existing Sewer Line Damaged By Yonkers Construction

Calculations for DEME OWNED Equipment Utilization on a Daily Basis

A	B	C	D	E							F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AC			
				OWNED EQUIPMENT																														Subtotals	Total	
				Description of OWNED Equipment	MFG	Vehicle NO.	Equipment No.	Page	Prorated Hwy Rate	Monthly Rate/176																										FUEL COST per Hour
		No.	No.				Hour	Monday	Tuesday	WED	Thursday	Friday	Saturday	Sunday																						
Suburban	Chevrolet	106	E-05			5.95	18.75	5.0	3.0	3.0	5.0	6.0				22.0	543.45	Standby																543.45		
Grand Cherokee 02	Jeep	110	E-09			5.95	18.75			2.0						2.0	49.40																49.40			
Tahoe	Chevrolet	112	E-11			5.95	18.75					3.0				3.0	74.11															74.11				
L-8500 Tanker	Sterling	140	E-27			16.23	33.85					5.5				5.5	275.42															275.42				
4700 TV Truck	International	145	E-32			37.10						5.5				5.5	204.05															204.05				
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															TOTALS				HRS USED		HRS STNBY		In Use		Standby		COL Z + AA		Subtotals		Total		TOTAL for Contr. Owned Eq		1,146.43	

RENTED EQUIPMENT:

DESCRIPTION	VENDOR	DATE OF RENTAL	INVOICE AMOUNT

TOTAL RENTALS:

CONTRACT NO. DEME-BC-2019-01
CONTRACT TITLE: Backcharge
LOCATION: 319, South Broadway, South Nyack
FORCE ACCOUNT RECORDS: Replacement of Existing Sewer Line Damaged By Yonkers Construction
Cost Summary: WEEK ENDING: 02/10/19 DEME-BC-2019-01

BILLABLE Labor Cost: DEME	
Regular Wages: (1)	\$3,383.09
Fringe Benefits: (2)	\$2,181.42
SUBTOTAL (a) = (1) + (2)	\$5,564.51
Additional Wages (3)	
SUBTOTAL (A) = SUBTOTAL(a) + (3)	\$5,564.51
TOTAL OF LABOR = Sum of SUBTOTALS =	\$5,564.51
Equipment Cost: DEME	
Total Cost of Owned Equipment =(4)	\$988.10
Total Cost of Rented Equipment =(5)	\$0.00
TOTAL EQUIPMENT COSTS: Sum of (4) + (5)	\$988.10
Material Cost: DEME	
Total Cost of Material =(6)	\$0.00
TOTAL MATERIAL COSTS:	\$0.00
SUBS/SERVICES/OUTSIDE CONTRACTORS: DEME	
SUBS: (7)	
SERVICES: (8)	
OUTSIDE CONTRACTORS: (9)	
Total SUBS/SERVICES/OUTSIDE CONTRACTORS: DEME	\$0.00
Total Cost of the Extra Work = TOTAL COST (LABOR+EQUIPMENT+MATERIAL+ SERVICES)	\$6,552.60

E-2 / E-4 to E-13 / E-22 / E-23 / E-26

E-2 / E-4 to E-13 / E-22 / E-23 / E-26



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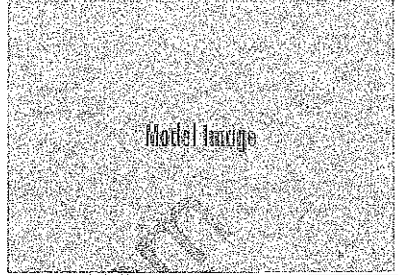
All prices shown in US\$

Rental Rate Blue Book®

February 13, 2019

GMC/CHEVY 1500
On-Highway Light Duty Trucks

Size Class:
200 - 299 HP
Weight:
N/A



Configuration for 1500

Axle Configuration: **4 x 2** Power Mode: **Gasoline**
Cab Type: **Conventional** Horsepower: **280 hp**
Ton Rating: **1 / 2**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$1,020.00	\$285.00	\$71.00	\$11.00	\$18.75	\$24.55
Adjustments						
Region (New York State DOT: 108%)	\$81.60	\$22.80	\$5.68	\$0.88		
Model Year (2011: 95.1%)	(\$53.98)	(\$15.08)	(\$3.76)	(\$0.58)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	\$1,047.62	\$292.72	\$72.92	\$11.30	\$18.75	\$24.70

Non-Active Use Rates

	Hourly
Standby Rate	\$2.98
Idling Rate	\$20.58

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	54%	\$550.80/mo
Overhaul (ownership)	29%	\$295.80/mo
CFC (ownership)	7%	\$71.40/mo
Indirect (ownership)	10%	\$102.00/mo
Fuel (operating) @ 2.75	78%	\$14.63/hr

Revised Date: 1st Half 2019

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.



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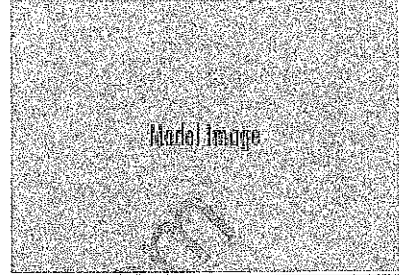
All prices shown in US\$

Rental Rate Blue Book®

February 13, 2019

GMC/CHEVY 2500
On-Highway Light Duty Trucks

Size Class:
200 - 299 HP
Weight:
N/A



Configuration for 2500

Axle Configuration: **4 x 2** Power Mode: **Gasoline**
Cab Type: **Crew** Horsepower: **280 hp**
Ton Rating: **3 / 4**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$1,095.00	\$305.00	\$76.00	\$11.00	\$18.85	\$25.07
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2008: 92.2%)	(\$85.41)	(\$23.79)	(\$5.93)	(\$0.86)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	\$1,009.59	\$281.21	\$70.07	\$10.14	\$18.85	\$24.59

Non-Active Use Rates

	Hourly
Standby Rate	\$4.07
Idling Rate	\$20.37

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	54%	\$591.30/mo
Overhaul (ownership)	29%	\$317.55/mo
CFC (ownership)	7%	\$76.65/mo
Indirect (ownership)	10%	\$109.50/mo
Fuel (operating) @ 2.75	78%	\$14.63/hr

Revised Date: 1st Half 2019

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

E-17
E-17



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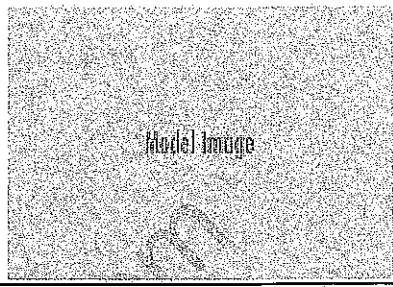
All prices shown in US\$

Rental Rate Blue Book®

February 13, 2019

Miscellaneous 4X2 4YD GAS
On-Highway Rear Dumps

Size Class:
19,501 - 26,000 GVW
Weight:
7,464 lbs.



Configuration for 4X2 4YD GAS

Struck Capacity	2 cu yd - 4 cu yd	Axle Configuration	4X2
Power Mode	Gasoline	Horsepower	275
Maximum Gross Vehicle Weight	20000 lbs		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$1,735.00	\$485.00	\$120.00	\$18.00	\$36.95	\$46.81
Adjustments						
Region (New York State DOT: 108%)	\$138.80	\$38.80	\$9.60	\$1.44		
Model Year (2016: 99%)	(\$18.74)	(\$5.24)	(\$1.30)	(\$0.19)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	\$1,855.06	\$518.56	\$128.30	\$19.25	\$36.95	\$47.49

Non-Active Use Rates

	Hourly
Standby Rate	\$5.27
Idling Rate	\$39.28

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	50%	\$867.50/mo
Overhaul (ownership)	31%	\$537.85/mo
CFC (ownership)	8%	\$138.80/mo
Indirect (ownership)	11%	\$190.85/mo
Fuel (operating) @ 2.75	78%	\$28.74/hr

Revised Date: 1st Half 2019

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

K-27
E-27



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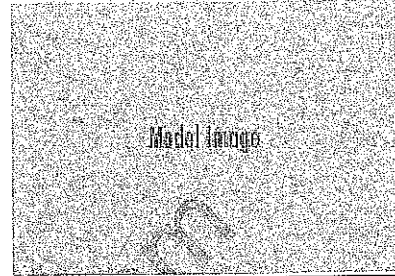
All prices shown in US\$

February 13, 2019

Rental Rate Blue Book®

Miscellaneous DSL 6X4 3500
On-Highway Water Tankers

Size Class:
200 HP & Over
Weight:
12,500 lbs.



Configuration for DSL 6X4 3500

Power Mode **Diesel** Horsepower **250**
Tank Capacity **3500 gal**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$2,925.00	\$820.00	\$205.00	\$31.00	\$33.85	\$50.47
Adjustments						
Region (New York State DOT: 108%)	\$234.00	\$65.60	\$16.40	\$2.48		
Model Year (2007: 90.4%)	(\$303.26)	(\$85.02)	(\$21.25)	(\$3.21)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)						
Total:	\$2,855.74	\$800.58	\$200.15	\$30.27	\$33.85	\$50.08

Non-Active Use Rates

	Hourly
Standby Rate	\$8.11
Idling Rate	\$36.67

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	49%	\$1,433.25/mo
Overhaul (ownership)	31%	\$906.75/mo
CFC (ownership)	9%	\$263.25/mo
Indirect (ownership)	11%	\$321.75/mo
Fuel (operating) @ 3.27	60%	\$20.44/hr

Revised Date: 1st Half 2019

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

E-16 / E-18 / E-19
 E-16 / E-18 / E-19



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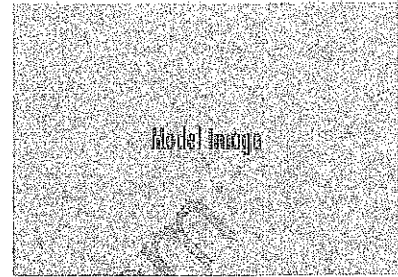
All prices shown in US\$

Rental Rate Blue Book®

February 13, 2019

Ford F-350 SD / F-550
 On-Highway Light Duty Trucks

Size Class:
300 HP & Over
 Weight:
 N/A



Configuration for F-350 SD

Axle Configuration **4 X 2** Power Mode **Gasoline**
 Cab Type **Crew** Horsepower **300 hp**
 Ton Rating **1**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$880.00	\$245.00	\$61.00	\$9.00	\$19.60	\$24.60
Adjustments						
Region (New York State DOT: 108%)	\$70.40	\$19.60	\$4.88	\$0.72		
Model Year (2003: 89.3%)	(\$101.69)	(\$28.31)	(\$7.05)	(\$1.04)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)						
Total:	\$848.71	\$236.29	\$58.83	\$8.68	\$19.60	\$24.42

Non-Active Use Rates

	Hourly
Standby Rate	\$2.41
Idling Rate	\$20.50

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	54%	\$475.20/mo
Overhaul (ownership)	29%	\$255.20/mo
CFC (ownership)	7%	\$61.60/mo
Indirect (ownership)	10%	\$88.00/mo
Fuel (operating) @ 2.75	80%	\$15.68/hr

Revised Date: 1st Half 2019

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

E-01 / E-20
E-01 / E-20



EquipmentWatch

www.equipmentwatch.com

All prices shown in US\$

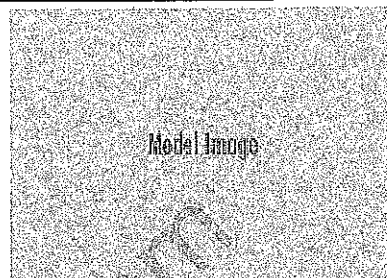
Rental Rate Blue Book®

February 13, 2019

Ford F-250

On-Highway Light Duty Trucks

Size Class:
300 HP & Over
Weight:
N/A



Configuration for F-250

Axle Configuration	4 X 4	Power Mode	Gasoline
Cab Type	Crew	Horsepower	385 hp
Ton Rating	3 / 4		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$1,020.00	\$285.00	\$71.00	\$11.00	\$24.75	\$30.55
Adjustments						
Region (New York State DOT: 108%)	\$81.60	\$22.80	\$5.68	\$0.88		
Model Year (2003: 89.3%)	(\$117.87)	(\$32.93)	(\$8.20)	(\$1.27)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)						
Total:	\$983.73	\$274.87	\$68.48	\$10.61	\$24.75	\$30.34

Non-Active Use Rates

	Hourly
Standby Rate	\$2.79
Idling Rate	\$25.71

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	54%	\$560.80/mo
Overhaul (ownership)	29%	\$295.80/mo
CFC (ownership)	7%	\$71.40/mo
Indirect (ownership)	10%	\$102.00/mo
Fuel (operating) @ 2.75	81%	\$20.12/hr

Revised Date: 1st Half 2019

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

Project Review Committee Report – March 20, 2019

TO: Town of Orangetown Planning Board

RE: Meeting of March 27, 2019

Lee Construction LLC Site Plan

PB #19-19

Kopunek Subdivision - Lot #2

Final Site Plan Review

23 Sterling Avenue, Tappan

77.06/2/69.2; R-15 zoning district

1. The PRC has no additional comments beyond the comments submitted by other agencies for this project.

1050 Route 9W Site Plan

PB #19-20

Critical Environmental Area

Prepreliminary/Preliminary Site Plan and SEQRA Review

1050 Route 9W, Upper Grandview

71.09/1/28; R-22 zoning district

1. The PRC has no additional comments beyond the comments submitted by other agencies for this project.

Orangetown Commerce Center Plan

PB #19-21

Recommendation to the Town Board to

Establish the Revised Value and Term of the Performance Bond

5 Greenbush Road, Orangeburg

74.15-1-2; LI zoning district

1. The PRC has no additional comments beyond the comments submitted by other agencies for this project.

Bergson Subdivision Plan

PB #19-22

Request for a 90 Day Extension to

File the Subdivision Plan with the

Rockland County Clerk's Office

56 Woods Road, Palisades - Palisades Historic District

78.18/1/3.1 & 3.2; R-80 zoning district

1. The PRC has no additional comments beyond the comments submitted by other agencies for this project.

Other Business: 1 Blue Hill Plaza

In accordance with Section 106 of the National Historic Preservation Act, referral to review impact of Co-location on existing Antenna at 1 Blue Hill Plaza building for historic architectural and/or archaeological resources.

1. The PRC has no additional comments beyond the comments submitted by other agencies for this project.

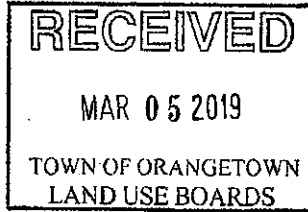
Attendees: B. Peters, J. Slavin, M. Bettmann, R. Pakola

Non-Member: M. Mandel,



Revised March 27, 2019

Department of Environmental Management and Engineering
Town of Orangetown



127 Route 303 Orangeburg New York 10962
Tel: (845) 359-6502 • Fax: (845) 359-6951

March 1, 2019

Planning Board
Town of Orangetown
1 Greenbush Road
Orangeburg, New York 10962
Attn: Cheryl Coopersmith, Chief Clerk

Re: **Revised Performance Bond** (YY-MM-Section:Block:Lot)
Orangetown Commerce Center Tracking # 19-3-74.151-2

Gentlemen:

The Department's bonding requirements for the above captioned project are as follows;

<u>ITEM</u>	<u>COST</u>
Iron Pins	\$ 5,400.00
Concrete Sidewalk	15,750.00
Driveway openings	27,000.00
As-Built drawings	10,800.00
Storm Drainage	16,610.00
Soil Erosion and Sediment Control	68,620.00
Sanitary Sewers	11,150.00
<u>Sub-Total</u>	<u>\$ 155,330.00</u>
Administrative Close-out (20% of Sub Total)	\$ 31,066.00
<u>Total Bond = \$ 186,396.00</u>	

Inspection Fee:
(3% of Sub Total of original bond amount) \$ 4,659.90
to be submitted to this Department prior to onset of construction.

Further, all bonds are to conform to current town regulations.

Sincerely,

2019 Jan

cc: Bldg. Dept.
Town Attorney
Town Clerk
Subdivision file

Orig.
2017

**PB#17-49: Orangetown Commerce Center Plan
Recommendation to the Town Board
to Establish the Term and Value of the
Performance Bond**

PB #17-49

**Town of Orangetown Planning Board Decision
September 27, 2017
Page 1 of 2**

**TO: Alfred Rossi, P.E., Senior Vice President, BF Orangetown, LLC,
C/O RD Management, LLC, 810 7th Avenue, 10th Floor,
New York, New York 10019**
FROM: Town of Orangetown Planning Board

RE: Orangetown Commerce Center Plans: The application of BF Orangetown LLC, owner, to establish the Value and Term of the Performance Bond at a site known as "Orangetown Commerce Center Plans", in accordance with Article 16 of the Town Law of the State of New York, the Land Development Regulations of the Town of Orangetown, Chapter 21A of the Code of the Town of Orangetown. The site is located at 5 Greenbush, Orangeburg, Town of Orangetown, Rockland County, New York, and as shown on the Orangetown Tax Map as Section 74.15, Block 1, Lot 2 in the LI zoning district.

Heard by the Planning Board of the Town of Orangetown at a meeting held **Wednesday, September 27, 2017**, at which time the Board made the following determinations:

The Board received the following communications:

1. Project Review Committee Report dated September 20, 2017.
2. An Interdepartmental memorandum from the Office of Building, Zoning, Planning Administration and Enforcement, Town of Orangetown, signed by Rick Oliver, Acting Director, dated September 27, 2017.
3. An interdepartmental memorandum from the Department of Environmental Management and Engineering (DEME), Town of Orangetown, signed by Bruce Peters, P.E., dated August 25, 2017.

The hearing was then opened to the Public.

There being no one to be heard from the Public, a motion was made to close the Public Hearing portion of the meeting by Bruce Bond and second by Thomas Warren and carried as follows: Kevin Garvey, Chairman, aye; Bruce Bond, Vice Chairman, aye; Michael Mandel aye; William Young, absent; Stephen Sweeney, aye; Robert Dell, aye and Thomas Warren, aye.

RECOMMENDATION: In view of the foregoing, the Planning Board Recommends to the Town of Orangetown Town Board that the value and term of the Performance Bond be established in accordance with the Interdepartmental memorandum from the Department of Environmental Management and Engineering (DEME), Town of Orangetown, signed by Bruce Peters, P.E., dated August 25, 2017.

TOWN OF ORANGETOWN
2017 OCT 13 P 2:28
TOWN CLERK'S OFFICE

**PB#17-49: Orangetown Commerce Center Plan
Recommendation to the Town Board
to Establish the Term and Value of the
Performance Bond**

PB #17-49

**Town of Orangetown Planning Board Decision
September 27, 2017
Page 2 of 2**

The term of the Performance Bond shall not exceed two (2) years as set forth in Section 21A-10 of the Town of Orangetown Town Code, which shall be on or before September 27, 2019, and Subject to the Following Conditions:

<u>ITEM</u>	<u>COST</u>
Iron Pins	\$ 5,400.00
Concrete Sidewalk	\$ 16,800.00
Driveway Openings	\$ 27,000.00
As-Built Drawings	\$ 5,400.00
Storm Drainage	\$ 16,985.00
Soil Erosion & Sediment Control	\$ 62,200.00
Sanitary Sewers	\$ 5,650.00
Sub-Total	\$ 139,435.00
Administrative Close-out (20% of Sub-Total)	\$ 27,887.00
Total Bond	\$ 167,322.00

Inspection Fee (3% of Sub-Total
of original bond amount) \$ 4,183.05

To be submitted to DEME prior to the onset of construction.

All Bonds are to conform to current town regulations.

The foregoing Resolution was made and moved by Michael Mandel and Seconded by Thomas Warren and carried as follows: Kevin Garvey, Chairman, aye; Bruce Bond, Vice Chairman, aye; Michael Mandel aye; William Young, absent; Stephen Sweeney, aye; Robert Dell, aye and Thomas Warren, aye.

The Clerk of the Board is hereby authorized, directed and empowered to sign this **RECOMMENDATION** and file a certified copy in the Office of the Town Clerk and this Office of the Planning Board.

Dated: September 27, 2017
Cheryl Coopersmith
Town of Orangetown Planning Board

CHERYL COOPERSMITH
TOWN CLERK'S OFFICE
OCT 13 P 2:28
TOWN OF ORANGETOWN



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

March 28, 2019

Via Federal Express

Richard S. Pakola, Esq.
Deputy Town Attorney
Town of Orangetown
26 Orangeburg Road
Orangeburg, New York 10962

Re: *Orangetown Commerce Center
Performance Bond No. 0688003 ("Bond # 0688003")
Accepted by the Town of Orangetown on October 24, 2017
Bond Rider Increasing the Amount of the Bond to \$186,396.00*

Dear Rick:

As you know, we represent BF Orangetown LLC the owner of the property located at 5 Greenbush Road (the "Property"). On October 24, 2017 the Town accepted for filing Bond # 0688003 in the amount of \$167,332.00 to secure the completion of the public improvements related to a prior approval for Orangetown Commerce Center. In November of 2018 the Planning Board approved an amendment to the Orangetown Commerce Center site plan. By Memorandum dated March 1, 2019, Bruce Peters recommended that the amount of Bond # 0688003 be increased to \$186,396.00. By resolution adopted on March 27, 2019, the Planning Board recommended that the Town accept the increased bond amount in accordance with Mr. Peters' recommendation.

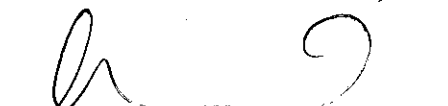
Accordingly, enclosed is an original Rider to Bond #0688003, increasing the amount thereof from \$167,332.00 to \$186,396.00.

Kindly present this bond to the Town Board for its acceptance and filing with the Town Clerk at the earliest available date.

If you have any questions, please feel free to contact me.

Respectfully submitted,

Hocherman Tortorella & Wekstein, LLP

By: 
Noelle C. Wolfson

Richard S. Pakola, Esq.

March 28, 2019

Page 2

NCW

Enclosure

cc: *(via electronic mail without enclosure)*

Cheryl Coopersmith, Chief Clerk to the Land Use Boards

Jane Slavin, R.A.

Bruce Peters, P.E.

Justin Lim, P.E.

BF Orangetown LLC



BOND RIDER

To be attached to and form a part of Bond No 0688003

Dated September 18, 2017 of BF Orangetown, LLC

810 Seventh Avenue, 10th Floor, New York, NY 10019, as Principal, and

International Fidelity Insurance Company as Surety, in favor of Town of Orangetown

1 Greenbush Road, Orangeburg, NY 10962, as Obligee.

It is understood and agreed that the bond is changed or revised in the particulars checked below:

Name of Principal changed to:

Amount of Bond changed from \$167,332.00
to \$186,396.00

Other _____

Said bond shall be subject to all its terms, conditions and limitations, except as herein expressly modified. This bond Rider shall become effective as of March 6, 2019

IN WITNESS WHEREOF, International Fidelity Insurance Company has caused its corporate seal to be hereunto affixed this 6th day of March, 2019.

Principal: BF Orangetown, LLC
By: _____
International Fidelity Insurance Company
By: Cheryl R. Coleman
Attorney-in-Fact
Cheryl R. Coleman

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of New York

County of New York

On this 7th day of March, 20 19,

personally came before me, Richard Birdoff a Member of BF Orangetown, LLC to me known to be the person who executed the foregoing and acknowledged that they had the authority to execute same as the act of said limited liability company.

My commission expires _____

Donna J. Phillips-Status
Notary Public

Donna J. Phillips-Status
Notary Public, State of New York
01PH4919935
Qualified in Kings County
Certificate Filed in New York County
Commission Expires Feb. 28, 2022

SURETY ACKNOWLEDGMENT

State of New Jersey

County of Union

On this 6th day of March, 2019, Before me personally came Cheryl R. Coleman to me known, who being by me duly sworn, did depose and say that he/she is an Attorney-in-Fact of International Fidelity Insurance Company

corporations described in and which executed the within instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he/she signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

KEMAL BERKANOVIC
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50051000
My Commission Expires 12/12/2021



My commission expires _____

POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

Bond # 0688003

One Newark Center, 20th Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

RACHAEL HURLEY, KEMAL BRKANOVIC, CHERYL R. COLEMAN, MARC J. MICHALEWSKY, THOMAS M. TRUE, SANDRA A. PACE
Westfield, NJ

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10th day of July, 2015 :

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto; bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and
ALLEGHENY CASUALTY COMPANY have each executed and attested these presents
on this 31st day of December, 2017



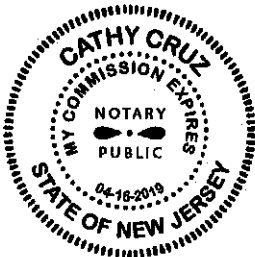
STATE OF NEW JERSEY
County of Essex

George R. James

Executive Vice President (International Fidelity Insurance Company) and
Vice President (Allegheny Casualty Company)



On this 31st day of December, 2017, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and of **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, March 6, 2019

B91595

Maria H. Branco, Assistant Secretary

INTERNATIONAL FIDELITY INSURANCE COMPANY
 ONE NEWARK CENTER, 20TH FLOOR, NEWARK, NEW JERSEY 07102-5207

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2017

<u>ASSETS</u>	
Bonds (Amortized Value)	\$129,146,944
Common Stocks (Market Value)	35,217,707
Mortgage Loans on Real Estate	354,803
Cash, Bank Deposits & Short Term Investments	19,878,873
Unpaid Premiums & Assumed Balances	9,751,860
Reinsurance Recoverable from Reinsurers	(115,529)
Electronic Data Processing Equipment	138,265
Investment Income Due and Accrued	918,427
Net Deferred Tax Assets	2,545,704
Receivables from Parent, Subsidiaries & Affiliates	37,109
Other Assets	<u>21,934,273</u>
TOTAL ASSETS	<u>\$219,808,436</u>

<u>LIABILITIES, SURPLUS & OTHER FUNDS</u>	
Losses (Reported Losses Net as to Reinsurance Ceded and Incurred But Not Reported Losses)	\$5,279,222
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses	1,078,655
Loss Adjustment Expenses	3,559,438
Commissions Payable, Contingent Commissions & Other Similar Charges ..	1,386,906
Other Expenses (Excluding Taxes, Licenses and Fees)	6,393,991
Taxes, Licenses & Fees (Excluding Federal Income Tax)	282,722
Current Federal and Foreign Income Taxes	58,761
Unearned Premiums	36,204,847
Dividends Declared & Unpaid: Policyholders & Stockholders	1,294,389
Ceded Reinsurance Premiums Payable	2,089,984
Funds Held by Company under Reinsurance Treaties	1,031
Amounts Withheld by Company for Account of Others	60,144,796
Provision for Reinsurance	72,386
Payable to Parent, Subsidiaries and Affiliates	57,862
Other Liabilities	<u>7,654,547</u>
TOTAL LIABILITIES	<u>\$125,559,537</u>
Common Capital Stock	\$1,500,000
Gross Paid-in & Contributed Surplus	374,600
Surplus Notes	16,000,000
Unassigned Funds (Surplus)	76,879,289
Less: Treasury Stock at cost (21,904 shares common) (value incl. \$45.)	<u>504,990</u>
Surplus as Regards Policyholders	<u>\$94,248,899</u>
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	<u>\$219,808,436</u>

I, Francis L. Mitterhoff, President of INTERNATIONAL FIDELITY INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2017, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of New Jersey.



IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 23rd day of February, 2018.
 INTERNATIONAL FIDELITY INSURANCE COMPANY

TOWN OF ORANGETOWN TRAVEL AND CONFERENCE POLICY

ADOPTED BY TOWN BOARD RESOLUTION _____ OF 2019

Part 1: Objective:

The purpose of this Travel Policy is to help Town officers, appointed officials and employees understand and apply the Town's travel rules and regulations and to provide instructions regarding reimbursement for expenses while in travel status. The Town Board of the Town of Orangetown hereby sets forth the following policy for reimbursement of expenses incurred while traveling on official Town business. When traveling on official Town business, only actual, necessary and reasonable business expenses will be reimbursed.

Part 2: Travel, Lodgings and Mileage Reimbursement:

General Municipal Law §77-b(3) authorizes the Town to pay for the actual and necessary expenses of travel, meals, lodging, registration fees and tuition fees incurred by officers and employees while attending conferences. A "conference" is defined as a convention, conference or school conducted for the betterment of any local government. A conference also includes any convention or conference of police officers, if believed to be of benefit to a local government. The Town Board must, by resolution, give prior authorization for conference travel.

In order for conference expenses to be considered "actual and necessary", an expenditure must have been made, been incurred of necessity, and the amount of the expense must be no greater than reasonably necessary. Conference travel must be for official business and must be made utilizing a cost-effective and reasonable method of travel.

Accordingly, accommodations should be selected utilizing the most cost-effective and reasonable options available. Employees should be aware that travel expenses are paid for with public funds and all employees should exercise due care while incurring travel expenses. Spending lavishly on deluxe hotels, extravagant meals, and expensive transportation methods are not expenses that are necessary and therefore not an appropriate use of public funds.

Part 3: Form to be filed:

The Department Head/employee shall complete the Finance Office form "Request to Attend Conference, Meeting, Seminar or School" and annex any necessary documentation prior to submission of the request to the Town Board.

Part 4: Day Trip Travel Expenses:

Day-trips are defined as those activities that require the individual to be away from his/her department on official Town business for the day or part of the day, where the individual not out-of-town overnight. All day-trip travel including mileage allowances for conferences and training must be approved by the Town Board in advance. A “day-trip” shall be any travel that is less than thirty-five (35) miles (round-trip) away from Town Hall. Travel shall be by the most direct route.

Part 5: Reimbursement for meals:

Reimbursement for meals cannot exceed FIFTY AND 00/100 (\$50.00) DOLLARS per day, unless the Town Board has authorized an exception to the maximum rates (see Part 8: Exceptions to Maximum Rates below). The employee shall provide receipts for allowable meals during travel and is reimbursed for the actual amount necessarily incurred.

Part 6: Automobile Mileage Reimbursement Rate:

The automobile mileage reimbursement for employee use of personal vehicles while on official business will be the standard automobile mileage allowance amount set by the Internal Revenue Service for business (and in effect on the date travel occurred). Employees must document the date and time that they left their home (or work site) and the date and time that they returned. By adhering to this allowance, reimbursements for mileage are not taxable to the employee.

If a traveler uses a Town-owned vehicle, it should be indicated on the voucher. Garage and parking charges, and tolls will be reimbursed. Auto-emergency supply items will be reimbursed only if documented by appropriate receipt attached to the travel voucher.

The Town will not reimburse travelers for parking tickets, parking/traffic fines and moving violations, or vehicle towing charges.

Part 7: Overnight Travel expenses:

All overnight travel and lodging, mileage allowances, taxi and rental car expenses for conferences and training must be approved by the Town Board in advance. Incidental expenses such as reasonable, customary tips to bellmen, porters, hotel maids, etc., are included in the travel and lodging allowances; and reasonable and necessary parking expenses and tolls will be reimbursed. Expenses that are NOT reimbursable include, but is not limited to: charges for in-room movies, entertainment, alcoholic beverages, valet service and laundry services and other personal charges; and charges for gasoline, towing and insurance will not be reimbursed.

1. Exemption from Sales Tax on Hotel occupancy: Town employees are exempt from paying State tax on hotel occupancy purchased within New York State while on official business. New York State Tax Form ST-129 (Exemption Certificate) should be presented to hotels upon registration. Copies of this form can be obtained at www.tax.ny.gov

2. Conference Expenses of Non-Employees: Employees may bring their spouses or other non-employees while travelling for conference purposes. However, any transportation, lodging or other expenses for spouses or other non-employees must be paid by the traveling employee or the extra traveler. For example, if the room rate is higher than it would have been if the employee was traveling alone (i.e. upgrading from a \$128.00 single-occupancy room rate to a \$168.00 double-occupancy room rate), the employee may only be reimbursed for the single rate amount.

Part 8: Exceptions to Maximum Rates:

Occasionally, exceptions to maximum lodging and meal rates should be allowed to accommodate special circumstances. Only the Town Board can authorize an exception to the maximum rate. These circumstances occur when:

- a. The hotel where the conference is held is charging a lodging rate higher than the maximum rate however, it is in the best interest of the Town to allow the traveler to stay at the higher rate site rather than incur transportation costs to and from the conference site.
- b. Lodging is unavailable at or below the maximum rate or lodging cannot be found reasonably close to the traveler's destination. (i.e., may occur during peak travel periods in tourist areas or other heavily travelled areas).
- c. Meals are included as part of the hotel/conference fee and you cannot separate the cost from the hotel/conference price.
- d. Special needs of specific travelers may necessitate increased expenses, i.e., special dietary restrictions, health concerns or handicapped access.

Part 9: Telephone Charges:

Claims for reimbursement for long distance telephone calls for official business will be reimbursed unless such calls were dialed on an authorized Town-owned cellular/mobile phone.

Part 10: Receipts:

Original receipts, specifying dates and rates, for all reimbursements including hotel room charges, mileage allowances, taxi and rental car expenses, and expenses for meals must be submitted to the Finance Office. Only actual and necessary travel expenses properly incurred while attending a conference may be billed or claimed for reimbursement.

The required documentation for travel claims/vouchers shall include:

1. A copy of the approval form;
2. If the travel is for a conference, a certification of attendance and/or completion, if applicable.
3. Original receipts for all and necessary expenses claimed. This includes lodging; conference fees; air, train or bus travel; rental cars; meals (unless a meal allowance is provided for); tolls; parking; etc. The receipt should specify the date, the rate or amount charged. These receipts should be provided regardless of the method of payment.
4. To prevent loss, receipts should be arranged in date order, and any receipts less than 8.5” x 11” in size should be taped to a clean, white 8.5” x 11” paper and attached to the voucher.

Part 11: Failure to Adhere to Policy and Proper Procedures:

Employees may be personally responsible for any improper costs incurred. In the case of improper claims for travel and conference expenses, the following may occur:

1. Denial of reimbursement to employees who do not submit required and appropriate documentation of expenses incurred sufficient to enable the proper audit of the claim for reimbursement by the Finance Office.
2. Denial of reimbursement for expenses incurred that are not actual and necessary and incurred in connection with the properly authorized travel.
3. Personal travel expenses (incurred before, during or after official travel status) should not be billed to the Town, nor claimed for reimbursement by the traveler.
4. Penalties for false submission: Any employee who files a falsified Travel Reimbursement request voucher will be subject to disciplinary action and/or criminal prosecution. Violations of this fashion may result in the dismissal of any employee involved.

Part 12: Online and Computer-Aided Training:

In some instances it may be appropriate to make use of online training and CD-Rom self-study packages. These methods are convenient and can minimize travel costs. It may be appropriate to make a computer and Internet service temporarily available to an employee or employees to facilitate training, subject to the necessary approval of the Town Board.

Part 13: Definition of “Employee”: All references to “employee” in this policy shall refer to both officers (Elected and Appointed) and employees of the Town.

Part 14: References: See, N.Y. Town Law §116; N.Y. General Municipal Law §77-b; New York State Tax Form ST-129 (Exemption Certificate); www.tax.ny.gov

Part 15: Annual Review:

This policy shall be reviewed annually by the Town Board of the Town of Orangetown at its organizational meeting or as soon thereafter as is reasonably practicable. This policy may be revised or amended as deemed appropriate by the Town Board, in conformance with applicable sections of New York State law.

Part 16: Resolution:

Adopted on _____, 2019 by a ____/____ vote of the governing board of the Town of Orangetown as Town Board Resolution Number ____ of 2019.

RECF

MAR - 1 2019

TOWN OF ORANGETOWN

TOWN OF ORANGETOWN SPECIAL USE PERMIT FOR USE OF TOWN PROPERTY
HIGHWAY DEPARTMENT

PERMIT # 19-SP-08



EVENT NAME: Sparkill Memorial Day Parade

APPLICANT NAME: David B. Mart Commander, John M. Perry American Legion Post 1044

ADDRESS: PO Box 311, Sparkill NY 10976

PHONE #: 845-359-6481(h) CELL # 845-709-1631 FAX # n/a

CHECK ONE: PARADE RACE/RUN/WALK OTHER

The above event will be held on 5/27/19 from 11:30am to 12pm RAIN DATE: none

Location of event: Starts 520 Rt-340 Sparkill, Ends Depot Sq. Sparkill

Sponsored by: John M. Perry American Legion Post 1044 Telephone #: 845-365-4586

Address: 691 Rt. 340, Sparkill NY 10976 (mailing address above)

Estimated # of persons participating in event: 100 to 150 vehicles none

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

John M. Perry American Legion Post 1044 (see info above)

Signature of Applicant: D.B. Mart Date: 3/1/19

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS)

Letter of Request to Town Board requesting aid for event - Received On: 3.6.19

Certificate of Insurance - Received On: 3.8.19

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit: Y N - Received On: 3.1.19

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

NYS DOT Permit: Y N - Received On: Murray Cohen spoke w/ J. Murawski on 3.5.19. He said no permit needed if them

Route/Map/Parking Plan: Y N - Received On: 3.1.19

RFS #: 44012 BARRICADES: Y N CONES: Y N TRASH BARRELS: Y N OTHER:

APPROVED: [Signature] DATE: 3.8.19
Superintendent of Highways

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

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

Port-o-Sans: Y N Other: X

APPROVED: [Signature] DATE: 3/1/19
Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

Police Detail: Y N Items:

APPROVED: [Signature] DATE: 5/13/19
Chief of Police

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



Sent to RCAD - 3-8-19

RECEIVED

MAR - 1 2019

JAMES J. DEAN
Superintendent of Highways
Roadmaster II

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT



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

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

ROAD CLOSING PERMIT APPLICATION
Section 139 Highway Law

NAME David B. Mart ^{Commander} DATE 3/1/2019
COMPANY John M. Perry American Legion Post 1044
ADDRESS P.O. Box 311, Sparkill NY 10976
TELEPHONE 845-709-1631 (cell)
(INCLUDE 24 HOUR EMERGENCY NUMBERS)

ABOVE MENTIONED PARTY REQUESTS PERMISSION TO CLOSE:

Start: 520 NY-340, Sparkill End: Depot Square, Sparkill
(Address number and name of road)
Parade Route: Rt-340 North to Union St, left on Union St,
left again onto Main St, end in Depot sq.
(Intersecting streets and/or description of exact location)

REASON FOR CLOSING Memorial Day Parade
DATE OF CLOSING 5/27/19 RAIN DATE none
TIME ROAD WILL BE CLOSED 11:30 am to 12:00 pm
WILL ROAD BE OPEN TO LOCAL TRAFFIC? Not during parade
WILL ROAD BE OPEN TO EMERGENCY VEHICLES? Yes, if necessary

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

PRELIMINARY APPROVAL [Signature] DATE 3-8-19
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

American Legion
John M. Perry Post 1044
P.O. Box 311
Sparkill, NY 10976

March 6, 2019

Town Board
26 Orangeburg Road
Orangeburg, NY 10962

RE: Memorial Day Parade, Sparkill, NY

To Whom It May Concern:

This letter is to inform you of the above parade on May 27, 2019, from 11:30 am to 12:00 pm.

We are requesting barricades & police detail for this day.

If you have any questions, please feel free to call me at 914-309-0535

Regards,


Mike Aamodt

/DBM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/7/2019

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).

PRODUCER Foy Agency, Inc. P. O. Box 42 Deer River NY 13627	CONTACT NAME: Maureen Steria PHONE (A/C, No, Ext): (315) 493-2391 FAX (A/C, No): (315) 493-3267 E-MAIL ADDRESS: maureen@foyagency.com
INSURED John P Perry American Legion Post #1044 Inc PO Box 311 Sparkill NY 10976	INSURER A: GA Assurance Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

RECEIVED

MAR - 8 2019

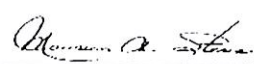
TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

COVERAGES **CERTIFICATE NUMBER:** 2019 3/7 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MAC250338907	10/7/2018	10/7/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Town of Orangetown 26 Orangeburg Road Orangeburg, NY 10962	CANCELLATION 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 Maureen Steria/MS 
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RECEIVED

MAR 29 2019

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

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

PERMIT # 19-SP-09

RECEIVED
APR 3 2019
Orangetown Police Department

EVENT NAME: SAINTS CONSTANTINE & HELEN GREEK FESTIVAL

APPLICANT NAME: GREEK ORTHODOX COMMUNITY OF ROCKLAND

ADDRESS: 1 MARYCREST ROAD, WEST NYACK, NY 10994

PHONE #: 845 623 4023 CELL # _____ FAX # _____

CHECK ONE: PARADE RACE/RUN/WALK OTHER FAIR - FESTIVAL

The above event will be held on JUNE 6, 7, 8, 9 from 10 AM to 12 PM RAIN DATE: N/A

Location of event: 1 MARYCREST ROAD, WEST NYACK, NY 10994

Sponsored by: GREEK ORTHODOX COMMUNITY Telephone #: 845 623 4023

Address: 1 MARYCREST ROAD, WEST NYACK, NY 10994

Estimated # of persons participating in event: 8-10,000 vehicles 2,000

Person (s) responsible for restoring property to its original condition: Name-Address-Phone #: 914 403-7188
BOBBY KOSTOPOULOS, 1 MARYCREST RD, W. NYACK NY

Signature of Applicant: Costy Kostasopoulos Date: March 29, 2019

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Letter of Request to Town Board requesting aid for event - Received On: 3.29.19

Certificate of Insurance - Received On: 3.29.19

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: X

RFS #: 43678 BARRICADES Y N CONES Y N TRASH BARRELS Y N OTHER: recycling toots

APPROVED: [Signature] DATE: 4.1.19
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: 4/2/19
Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

Police Detail: Y N AWMVA Police Items: _____

APPROVED: [Signature] #221 DATE: 4/3/19
Chief of Police

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

Workshop Agenda Date: _____ Approved On: _____ TBR #: _____

RECEIVED
APR 04 2019
TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT



GREEK ORTHODOX
ARCHDIOCESE OF AMERICA

SAINTS
CONSTANTINE AND HELEN
Greek Orthodox Church

✠
1 Morayest Road
West Nyack, New York 10994

Office: (845) 623-0033

westnyack
@optonline.net

✠
Priest:
Rev. Dr.
Nicholas K. Samaras

✠
PARISH COUNCIL:

President:
Naoum Hatzis
Vice-President:
Niek Anagnostopoulos
Treasurer: John Livinos
Secretary: John
Moustakakis

The Council Members

Constantine Dellanitis
Michael Dellanitis
John Fellas
Alex Kalos
Bobby Kostopoulos
Kyriakos Lazzaridis
Dimitrios Mhantonis
Michael Markopoulos
Tribonellu

(* Post Council President)

RECEIVED

MAR 29 2019

19-SP-09

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

March 18th, 2019

To:
Orangetown Highway Department
Attn: Ms. Helen Wilson
hwilson@orangetown.com

Dear Ms. Wilson,

Please add the following items/request to the next Town
Board Workshop Meeting Agenda:

Saints Constantine and Helen Greek Orthodox Church
requests the following for their **Greek Festival of June 6th thru
June 9th, 2019**.

- 60 cones
- 40 barricades
- 60 trash cans steel orange-colored barrels
- 30 recycling kiosks
- 60 recycling cans plastic green colored cylindrical recycling containers
- large recycling dumpsters - *Capasso x 329.19-allet*
- Directional signs
- No Parking signs

Thank you so much for your help. If you need additional
information, please contact us.

Sincerely,
Nikos Anagnostopoulos
Festival Committee

RECEIVED

MAR 29 2019

TOWN OF ORANGEBURG
HIGHWAY DEPARTMENT



GREORT-01

TARYN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/18/2019

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.

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PRODUCER The B & G Group Inc. 55 West Ames Court, Suite 400 Plainville, NY 11803	CONTACT Anthony Coullanidis PHONE (A.C. No. Ext): (516)-396-8339 FAX (A.C. No.): (516) 396-4848 E-MAIL: acoullanidis@bgins.com ADDRESS:
INSURED Greek Orthodox Comm. Church of Rockland County w/k/a St. Constantine & Helen Greek of Rockland County 1 Mary Crest Road West Nyack, NY 10994	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Utica National Assurance Co. 10687 INSURER B: Republic Franklin Insurance Co 12475 INSURER C: INSURER D: INSURER E: INSURER F:

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 SAID POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	TYPE OF INSURANCE	ADD. SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
CLASS	COU/WH	NO. W/AV		DATE (MM/DD/YYYY)	DATE (MM/DD/YYYY)	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MAST <input checked="" type="checkbox"/> COU/WH		3727587	09/01/2018	09/01/2019	EACH OCCURRENCE LIMIT \$ 1,000,000 DAMAGE TO RENTED PREMISES (IF APPLICABLE) \$ 100,000 MED EXP (Acc/adv person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/WH AGG \$ 1,000,000 Liquor Liab. \$ 1,000,000 COVERED AUTO FT BMT (Excluded) \$ 1,000,000 SOLIDLY MOUNTED (Excluded) \$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRE/AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		5085954	09/01/2018	09/01/2019	BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ MED EXP (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000		CULP3753280	09/01/2018	09/01/2019	LAID OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 PER STATUTE \$ COT ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EMPLOYEES \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROFESSIONAL LIABILITY (EXCLUDED) THE FOLLOWING ARE EXCLUDED (Wherever in R/C) If you describe any description of operations below	N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 131, Additional Remarks Schedule, may be attached if more space is required)
Re: Event Dates: June 6-9, 2019.

Certificate is evidence of insurance for named insured. Subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER Town of Orangeburg, Office of the Town Clerk; Town Hall 26 Orangeburg Road Orangeburg, NY 10962	CANCELLATION 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
--	---



Rotary Club of Pearl River, P.O. Box 252, Pearl River, NY 10965
 District 7210 - Region 8 - Zone 32 - Club #4982 – Charter Date December 12, 1935

www.rotaryclubofpearlriver.org

Michael Seidenfrau – President – 2018-2019

Rotary: Be The Inspiration

Rotary Club
Of
Pearl River

Board of Directors

Michael
Seidenfrau
President

Douglas Ward
President Elect

Robert Magrino
Secretary

Ray Pucci
Treasurer

Doreen
Buonadonna
Past President

Larry Vergine
President
Emeritus

Joe Beckerle
Director

Jonathan
Bellush
Director

Kathryn Fidlow
Director

Ryan O’Gorman
Director

Bonnie Werk
Director

3/27/19

Dear Arik,

The Rotary club of Pearl River would like to do a project at Veterans Memorial Park by the fishing pond. The project would consist of replacing the 4 very old concrete benches with new 6 ft recycled plastic park benches.

You may or may not be aware that it was The Rotary club of Pearl River who installed them in 1989 as part of a bigger project where we planted the pine trees, put in telephone poles and installed the sprayer fountain in the middle of the pond.

We would also like to replace the grill that is there.

We would like to install a Peace Pole (I have attached a picture with an explanation) and we would also like to put a Rotary Sign somewhere in the area of the pond.

For the last 30+ years our club has held our annual fishing contest there. This event is a great community and family day which is free to all children.

Can you please present our request to the board at the next town board meeting.

Thank you,

Doreen Buonadonna, Immediate Past President

Bench 1 Remembering Raselle Beata Fisher

Bench 2 In Honor of Allan and Dorothy Magrino
******please make sure the two I's are in Allan**

Bench 3 Brightview Senior Living at Lake Tappan

Bench 4 Line 1 In loving memory of Walter G. Murphy USMC
Line 2 Wonderful father, artist, genealogist, LDS



Model # PL6-P | Recycled Plastic Park Benches | 6' Length

Print | Close Window



Ask An Expert





A Peace Pole is an internationally-recognized symbol of the hopes and dreams of the entire human family, standing vigil in silent prayer for peace on earth. Each Peace Pole bears the message *May Peace Prevail on Earth* in different languages on each of its four or six sides. There are estimated over 250,000 Peace Poles in every country in the world dedicated as monuments to peace.

low maintenance and weather proof **Classic White** Peace Pole with Four or Eight Languages is crafted at The World Peace Sanctuary and is available in Three Sizes; 6 ft , 7 ft or 8 ft tall for Indoor or Outdoor use

Each Peace Pole includes a translation of *May Peace Prevail On Earth* in 4 or 8 languages of your choice printed on each side.

ROTARY EMBLEM ROAD SIGN (18") circle

A reflectorized blue and gold Rotary emblem on a white background. 18" in diameter, made of protective metal.

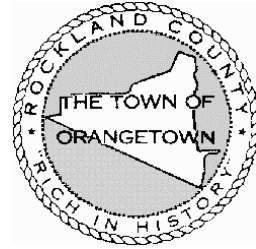
SIGN WOULD READ:

ROTARY CLUB OF PEARL RIVER



**TOWN OF ORANGETOWN
FINANCE OFFICE MEMORANDUM**

TO: THE TOWN BOARD
FROM: JEFF BENCIK, *DIRECTOR OF FINANCE*
SUBJECT: AUDIT MEMO
DATE: 04/08/19
CC: DEPARTMENT HEADS



THE AUDIT FOR THE TOWN BOARD MEETING OF 4/09/19 CONSISTS OF 1 WARRANT FOR A TOTAL OF \$656,862.21.

The warrant had 179 vouchers for \$656,862.21 and had the following items of interest.

1. Atlantic Salt (p5) - \$64,839.78 for Highway salt purchases.
2. Brooker Engineering, PLLC (p9) - \$8,970.00 Homes for Heroes Green Project.
3. Capasso and Sons (p10) - \$48,564.75 for refuse and recycling.
4. Chemung Supply (p11) - \$7,348.40 for plow parts.
5. Town employee (p13) - \$8,818.74 for payroll cyber fraud.
6. Global Montello (p18) - \$18,816.88 for fuel.
7. Goosetown Enterprises, Inc. (p18) - \$6,910 for Highway & Police rental of equipment.
8. Marshall Dennehey Warner (p24) - \$10,310.69 for legal services.
9. Maser Consulting (p26) - \$68,679.14 for traffic signal design (bonded) & Rte 303 Culvert design.
10. Metropolitan Life (p26) - \$12,644.05 for Police dental benefits.
11. Orange & Rockland (p29) - \$91,400.75 for utilities.
12. Plymouth Rock (p34) - \$44,509.27 for utilities.
13. Sealcoat (p39) – for crack seal (bonded).
14. Sprague Operating Resources (p41) - \$15,685.74 for fuel.
15. Suez Water New York (p47) – \$88,044.08 for utilities.
16. Walters Pratt & Sons (p56) - \$23,922 for Highway equipment (bonded).

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

Jeffrey W. Bencik 845-359-5100 x2204