

TOWN ATTORNEY'S OFFICE

INTER-OFFICE MEMORANDUM

DATE: April 24, 2020

TO: Rosanna Sfraga, Town Clerk (with originals)

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

FROM: Dennis D. Michaels, Deputy Town Attorney

RE: Certificate of Plumbing Registration (Sewer Work) 2020

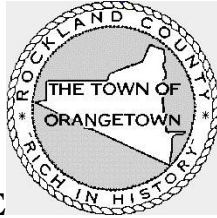
The following applicant is qualified, pursuant to the qualification certificate received from Eamon Reilly, Commissioner of the Department of Environmental Management and Engineering (original attached), and the bond and insurance certificates having been reviewed and approved (originals attached), from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

KJTM, Inc.
11 Hunter Place
West Nyack, NY 10994
Tel.: 845-570-1127

This Certificate of Registration has been placed on the next Regular Town Board Meeting agenda scheduled for May 5, 2020.

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

encl.



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RE: Certificate of Plumbing Registration (Sewer Work) 2020

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

United Sewer & Drain Service Corp.
P.O. Box 123
Slate Hill, NY 10973
Tel.: 888-845-2564

This Certificate of Registration has been placed on the next Regular Town Board Meeting agenda scheduled for May 5, 2020.

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

encl.

Federal Tax ID # 13-6007311

**INTERMUNICIPAL AGREEMENT
BETWEEN THE
COUNTY OF ROCKLAND and
TOWN OF ORANGETOWN**

Reimbursement of Law Enforcement Overtime
For Counterterrorism Training

THIS AGREEMENT made the _____ day of _____, 2020, by and between the **COUNTY OF ROCKLAND**, a municipal corporation of the State of New York, having its principal office at 11 New Hempstead Road, New City, New York 10956, hereinafter referred to as "**COUNTY**," and the **TOWN OF ORANGETOWN**, a municipal corporation of the State of New York, having its principal office at Town Hall, 26 Dutchhill Road, Orangeburg, NY 10962, hereinafter referred to as "**MUNICIPALITY**," in the following manner:

WITNESSETH:

WHEREAS, the **COUNTY** wishes to financially assist the **MUNICIPALITY** in its law enforcement and make a disbursement of grant funds from the LETPP and SHSP grants to **MUNICIPALITY** for law enforcement purposes only, and

WHEREAS, the Rockland County Charter, Article III, Section 3.02(u) authorizes the County Executive to execute this agreement, and

WHEREAS, the Legislature of Rockland County has provided funds for this agreement in in **Resolution Nos. 445 of 2017 and 470 of 2017** for the professional services of **MUNICIPALITY** for the period hereinafter stated,

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

1. **SERVICES:** The **MUNICIPALITY** shall use such funds for reimbursement of law enforcement overtime for counterterrorism training.
2. **TERM:** The professional services rendered and performed by the **MUNICIPALITY** under this agreement shall commence **September 1, 2017** and terminate **August 31, 2018**.
3. **PAYMENT:** The **COUNTY** agrees to pay **MUNICIPALITY** and **MUNICIPALITY** agrees to accept a sum not to exceed **TWENTY-NINE THOUSAND SIX HUNDRED FORTY-ONE AND 46/100 (\$29,641.46) DOLLARS**. **MUNICIPALITY** agrees that the aforesaid **TWENTY-NINE THOUSAND SIX HUNDRED FORTY-ONE AND 46/100 (\$29,641.46) DOLLARS** shall be solely and exclusively used for the purpose of partial reimbursement of law enforcement overtime related to Counterterrorism training.
- 4a. **INDEMNIFY AND HOLD HARMLESS:** The **MUNICIPALITY** agrees to defend, indemnify and hold harmless **COUNTY** and its respective officers, employees and agents from and against all claims, actions and suits and will defend the **COUNTY** and its respective

officers, employees and agents, at its own cost and at no cost to the COUNTY, in any suit, action or claim, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of, or resulting from, the negligent activities or omissions of MUNICIPALITY. These indemnification provisions are for the protection of the COUNTY and its respective officers, employees and agents only and shall not establish, of themselves, any liability to third parties. The provisions of this section shall survive the termination of this agreement.

4b. The COUNTY agrees to defend, indemnify and hold harmless MUNICIPALITY and its respective officers, employees and agents from and against all claims, actions and suits and will defend the MUNICIPALITY and its respective officers, employees and agents, at its own cost and at no cost to the MUNICIPALITY, in any suit, action or claim, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of, or resulting from, the negligent activities or omissions of COUNTY. These indemnification provisions are for the protection of the MUNICIPALITY and its respective officers, employees and agents only and shall not establish, of themselves, any liability to third parties. The provisions of this section shall survive the termination of this agreement.

5. LIABILITY ONLY FOR MONIES BUDGETED: This agreement shall be deemed executory to the extent that the monies appropriated in the current budget of COUNTY for the purposes of this agreement and no liability shall be incurred by COUNTY, or any department, beyond the monies budgeted and available for this purpose. The agreement is not a general obligation of the COUNTY. Neither the full faith and credit nor the taxing power of the COUNTY is pledged to the payment of any amount due or to become due under this agreement. It is understood that neither this agreement nor any representation by any COUNTY employee or officer creates any obligation to appropriate or make monies available for the purpose of the agreement. This agreement shall not be effective unless the monies to be paid hereunder by the COUNTY are appropriated in the County budget.

6. NO ASSIGNMENT: The MUNICIPALITY shall not assign, sublet or transfer or otherwise dispose of its interest in this agreement without the prior written consent of the COUNTY.

7. LAWS OF THE STATE OF NEW YORK: This agreement shall be governed by the Laws of the State of New York and the venue of any litigation shall be Rockland County.

8. LABOR LAW AND EXECUTIVE LAW: The MUNICIPALITY shall comply with all of the provisions of the Labor Law of the State of New York including, but not limited to, prevailing wage provisions, if required by law, and with Article 15 of the Executive Law of the State of New York relating to unlawful discriminatory practices insofar as the provisions are applicable to the work and/or services to be performed under this agreement.

9. LOCAL LAWS AND RESOLUTIONS: The MUNICIPALITY shall comply with all local laws and resolutions of the Legislature of Rockland County, including, but not limited to, filing of Disclosure Statements and Affirmative Action Plans, if required by law or resolution.

10. COMPLY WITH AMERICANS WITH DISABILITIES ACT OF 1990: The MUNICIPALITY agrees to comply with the provisions of the Americans With Disabilities Act of 1990 (ADA) prohibiting discrimination on the basis of disability with regard to employment policies and procedures, structural and program accessibility, transportation and telecommunications.

11. TERMINATION/AMENDMENT: This agreement may be terminated or amended on at least thirty (30) days written notice by COUNTY. In the event of early termination, the

COUNTY agrees to pay the **MUNICIPALITY** for work performed up to the date of termination, subject to the not to exceed amount set forth in Paragraph 3 of this agreement.

12. IRAN DIVESTMENT ACT: **CONTRACTOR** and its employees, agents, servants, subcontractors and/or assignees agree to comply with the Iran Divestment Act of 2012 (the "Act"), as set forth in N.Y. State Finance Law § 165-a and N.Y. General Municipal Law § 103-g, both effective April 12, 2012, which requires bidders to certify that they do not invest in the Iranian energy sector when they bid on state or local government contracts. As set forth in the Act, a person engages in investment activities in Iran if: (a) the person provides goods or services of twenty million dollars or more in the energy sector of Iran including, but not limited to, providing oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran or (b) the person is a financial institution that extends twenty million dollars or more in credit to another person for forty-five days or more for the purposes of providing goods or services in the energy sector in Iran.

13. RECORD KEEPING AND AUDIT: The Contractor shall maintain records of all its financial transactions, including all expenses and disbursements, and all other documentation and communications which relate to this agreement or the performance of its obligations. Financial records shall be kept in accordance with GAAP (Generally Accepted Accounting Practices) and/or **COUNTY** record-keeping requirements, and each transaction shall be documented. Any such records shall be made available to **COUNTY** for inspection or audit upon demand. No compensation or fee for services will be due to Contractor unless or until any financial statements demanded by the required by the Rockland County Department of Finance have been provided, or such other documents or information required to be produced by the County are provided. This term shall survive the cancellation, termination or expiration of this agreement, or the date of the last payment tendered, whichever occurs latest, by six years.

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

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

This space intentionally left blank

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written.

OFFICE OF THE SHERIFF

TOWN OF ORANGETOWN

By: _____
LOUIS FALCO III
Sheriff

By: _____
TERESA KENNY
Supervisor

Dated: _____

Dated: _____

DEPARTMENT OF LAW

Approved for signature of
County Executive

By: _____
JEANNE GILBERG
Principal Assistant County Attorney

Dated: _____

COUNTY OF ROCKLAND

By: _____
EDWIN J. DAY
County Executive

Dated: _____

2020-00768

LT. MICHAEL SHANNON #175
ORANGETOWN POLICE DEPARTMENT

M.S. 175



TO: Marie Merla

SUBJECT: 2018 Homeland Security Grant Reimbursement

DATE: 041819

Attached is the information requested for reimbursement of overtime / backfill overtime used for counter-terrorism training from 09012017-08312018.

Thank you.

	A	B
1	Date	Town of Orangetown REACT Overtime / Backfill Officer Overtime
2		
3	9/12/2017	PO Taylor (React) 8hrs x \$85.77 = \$686.19
4)	PO Baisley (React) 8hrs x 87.65 = 701.19
5		PO Wanamaker (Backfill) 2hrs x 94.74 = 189.48
6		
7	9/13/2017	PO Taylor (React) 8hrs x 85.77 = 686.19
8		PO Whalen (Backfill) 8hrs x 94.89 = 759.16
9		
10	10/6/2017	PO Holihan (React) 8hrs x 87.79 = 702.34
11		
12	10/11/2017	PO Baisley (React) 8hrs x 87.65 = 701.19
13		
14	10/12/2017	PO Baisley (React) 8hrs x 87.65 = 701.19
15		
16	10/20/2017	POM Ryan (Backfill) 8hrs x 95.35 = 762.83
17		
18	11/9/2017	Lt. Davin (Backfill) 4hrs x 124.68 = 498.71
19		
20	11/14/2017	Sgt. Hutmacher (React) 8hrs x 101.24 = 809.90
21		PO Whalen (Backfill) 8hrs x 94.89 = 759.16
22		PO T. Drain (Backfill) 8hrs x 93.53 = 748.15
23		
24	11/15/2017	PO Megdanis (React) 8hrs x 63.12 = 504.98
25		PO Warren (Backfill) 8hrs x 85.77 = 686.19
26		PO Durney (Backfill) 8hrs x 56.02 = 448.14
27		
28	11/29/2017	PO Holihan (React) 8hrs x 87.79 = 702.34
29		
30	12/7/2017	Sgt. Hutmacher (React) 8hrs x 101.24 = 809.90
31		
32	12/12/2017	PO Taylor (React) 8hrs x 85.77 = 686.19
33		PO Wanamaker (Backfill) 8hrs x 94.74 = 757.93
34		
35	12/13/2017	Sgt. Hutmacher (React) 8hrs x 101.24 = 809.90
36		PO Wanamaker (Backfill) 8hrs x 94.74 = 757.93
37		
38	1/9/2018	PO Baisley (React) 8hrs x 95.04 = 760.30
39		PO Taylor (React) 8hrs x 93.81 = 750.50
40		
41	1/10/2018	PO Baisley (React) 8hrs x 95.04 = 760.30
42		PO Taylor (React) 8hrs x 93.81 = 750.50
43		
44	2/13/2018	PO Megdanis (React) 8hrs x 63.12 = 504.98
45		PO Heim (Backfill) 8hrs x 93.81 = 750.50
46		

	A	B
47		
48		
49		
50		
51		
52	2/14/2018	PO Megdanis (React) 2hrs x 67.98 = 135.95
53		PO McNally (Backfill) 8hrs x 102.19 = 817.54
54		PO Fogarty (Backfill) 8 hrs x 56.91 = 455.27
55		PO K. Drain (Backfill) 8hrs x 95.83 = 766.65
56		PO Curran (Backfill) 8hrs x 56.91 = 455.27
57		
58	3/13/2018	Sgt. TJ Hutmacher (React) 8hrs x 109.69 = 877.51
59		PO Michel (Backfill) 8hrs x 94.89 = 759.15
60		PO Heim (Backfill) 8hrs x 93.81 = 750.50
61		
62	3/16/2018	PO Megdanis (React) 7hrs x 67.98 = 475.86
63		PO Capezzuto (Backfill) 8hrs x 56.91 = 455.27
64		PO Gonzalez (Backfill) 8hrs x 94.89 = 759.15
65		PO McNally (Backfill) 8hrs x 102.19 = 817.54
66		PO O'Connor (Backfill) 8hrs x 100.74 = 805.92
67		
68	3/29/2018	Sgt. Hutmacher (React) 8hrs x 109.69 = 877.51
69		
70	4/10/2018	PO Baisley (React) 8hrs x 95.04 = 760.30
71		PO Taylor (React) 8hrs x 93.81 = 750.50
72		PO Heim (React) 8hrs x 93.81 = 750.50
73		
74	4/11/2018	PO Taylor (React) 8hrs x 93.81 = 750.50
75		PO Wanamaker (Backfill) 8hrs x 103.19 = 825.49
76		
77	4/27/2019	Sgt. TJ Hutmacher (React) 8hrs x 109.69 = 877.51
78		
79	5/8/2018	PO Megdanis (React) 8hrs x 67.98 = 543.81
80		PO Curran (Backfill) 8hrs x 56.91 = 455.27
81		PO T. Drain (Backfill) 8hrs x 101.58 = 812.65
82		PO M Ryan (Backfill) 5hrs x 103.87 = 519.37
83		
84	5/9/2018	PO Baisley (React) 8hrs x 95.04 = 760.30
85		PO Taylor (React) 8hrs x 93.81 = 750.50
86		
87	6/12/2018	Sgt. TJ Hutmacher (React) 8hrs x 109.69 = 877.51
88		PO K Drain (Backfill) 8hrs x 95.83 = 766.65
89		
90	6/13/2018	PO Megdanis (React) 8hrs x 67.98 = 543.81
91		PO Durney (Backfill) 8hrs x 56.91 = 455.27
92		PO McNally (Backfill) 4hrs x 102.19 = 408.77

	A	B
93		PO Muckell (Backfill) 8hrs = 67.98 = 543.81
94		
95		
96		
97		
98	7/17/2018	PO Baisley (React) 8hrs x 95.04 = 760.30
99		PO Taylor (React) 8hrs x 93.81 = 750.50
100		
101	7/18/2018	Sgt. Hutmacher (React) 8hrs x 109.69 = 877.51
102		PO Murray (Backfill) 8hrs x 95.18 = 761.46
103		PO M Ryan (Backfill) 8hrs x 103.87 = 830.99
104		
105	7/26/2018	Sgt. Hutmacher (React) 8hrs x 109.69 = 877.51
106		
107	8/21/2018	PO McNally (Backfill) 8hrs x 102.19 = 817.54
108		
109	8/22/2018	PO Baisley (React) 8hrs x 95.04 = 760.30
110		PO Taylor (React) 8hrs x 93.81 = 750.50
111		PO Heim (React) 8hrs x 93.81 = 750.50
112		Sgt. Acheson (Backfill) 5hrs x 109.04 = 545.20
113		PO Casey (Backfill) 8hrs x 67.98 = 543.81
114		
115		
116		REACT Overtime Total: 27,287.27
117		
118		Backfill Overtime Total: 22,246.72
119		
120		Grand Total: 49,533.99

Referral No. 9361
April 7, 2020

Introduced by:
Hon. Alden H. Wolfe, Sponsor
Hon. Harriet D. Wolfe, Sponsor

**RESOLUTION NO. 171 OF 2020
AUTHORIZING INTERMUNICIPAL COOPERATION AGREEMENTS BETWEEN THE
COUNTY OF ROCKLAND AND THE TOWN OF CLARKSTOWN (\$47,958);
THE TOWN OF HAVERSTRAW (\$30,019.21); THE TOWN OF ORANGETOWN (\$29,641.46);
THE TOWN OF STONY POINT (\$3,684.41); AND THE VILLAGE OF SPRING VALLEY (\$17,192.46)
FOR PARTIAL REIMBURSEMENT OF OVERTIME COSTS INCURRED IN CONNECTION WITH
LAW ENFORCEMENT TERRORISM PREVENTION PROGRAM (LETPP) GRANT
AND STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT
FOR THE PERIOD OF SEPTEMBER 1, 2017 THROUGH AUGUST 31, 2018
AND AUTHORIZING THE EXECUTION OF THE AGREEMENTS BY THE COUNTY EXECUTIVE
[SHERIFF'S DEPARTMENT]
(\$128,495.54)**

WOLFE/GRANT: UNAN.

WHEREAS, By Resolution No. 445 of 2017, the Legislature of Rockland County approved the acceptance of a State Homeland Security Program (SHSP) grant in the amount of \$558,588 from the New York State Office of Homeland Security and Emergency Services for the period September 1, 2017 through August 31, 2020; and

WHEREAS, By Resolution No. 470 of 2017, the Legislature of Rockland County approved the acceptance of a \$186,196 (incorrectly identified in the resolution as \$186,250) Homeland Security Grant through the New York State Law Enforcement Terrorism Prevention Program (LETPP) to the Rockland County Sheriff's Department in order to assist law enforcement in Rockland County with terrorism prevention and preparedness efforts for the period from September 1, 2017 through August 31, 2020; and

WHEREAS, The grants were to be used to help fund the County's counter-terrorism teams so that they could be better prepared in the event of a terrorist attack or mass casualty incident; and

WHEREAS, Article 5-G of the General Municipal Law authorizes municipal governments to perform together that which each government is authorized to perform individually and requires that any intermunicipal cooperation agreement be approved by each participating municipal corporation by a majority vote of the voting strength of its governing body; and

WHEREAS, The Sheriff of Rockland County is recommending that the County Executive and Legislature of Rockland County approve entering into intermunicipal cooperation agreements with the Town of Clarkstown (\$47,948); the Town of Haverstraw (\$30,019.21); the Town of Orangetown (\$29,641.46); the Town of Stony Point (\$3,684.41); and the Village of Spring Valley (\$17,192.46), in the total amount of \$128,495.54 for partial reimbursement of overtime connected with said LETPP and SHSP grants; and

WHEREAS, Partial reimbursement to the Sheriff's Department in the amount of \$30,129.46 will not require any contract; and

WHEREAS, Sufficient funding for these agreements is currently available in grant departments within the 2020 Sheriff's Budget (SHF-GS67-E4920 & SHF-GS68-E4090); and

WHEREAS, The Committee of the Whole of the Legislature has met, considered and unanimously passed the resolution, however, it was approved within 120 hours of the Full Legislative meeting and was deemed an immediate need by the Chair, therefore be it

RESOLVED, That the Legislature of Rockland County hereby approves intermunicipal cooperation agreements with Town of Clarkstown (\$47,948); the Town of Haverstraw (\$30,019.21); the Town of Orangetown (\$29,641.46); the Town of Stony Point (\$3,684.41); and the Village of Spring Valley (\$17,192.46), in the total amount of \$128,495.54 for partial reimbursement of overtime connected with said LETPP and SHSP grants; and authorizes execution of the agreements by the County Executive, subject to the approval of the County Attorney; and be it further

RESOLVED, That sufficient funding for these agreements is currently available in grant departments within the 2020 Sheriff's Budget (SHF-GS67-E4920 & SHF-GS68-E4090).

JG:dc
2020-00761
3-2-2020
r. 3-25-2020 dc
4/2/2020, 4/8/2020/dmg

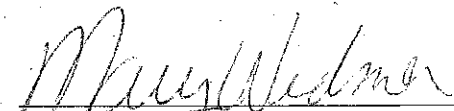
STATE OF NEW YORK)
) ss.:
COUNTY OF ROCKLAND)

I, the undersigned, Deputy Clerk to the Legislature of the County of Rockland DO HEREBY CERTIFY that the attached is an original resolution of such Legislature, duly adopted on the 7th day April 2020 by a majority of the members elected to the Legislature while such Legislature was in regular session with a duly constituted quorum of members present and voting.


I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of seventeen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 8th day of April 2020.

Date sent to the County Executive:
April 8, 2020



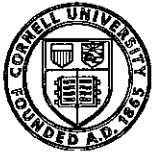
Mary Widmer, Deputy Clerk
Rockland County Legislature



Edwin J. Day, County Executive
County of Rockland

4/9/2020

Date



2020 Stormwater II Education Program Agreement

Summary: Stormwater Phase II Regulations, as administered by the New York State Department of Environmental Conservation (NYSDEC) requires all small regulated Municipal Separate Storm Sewer Systems (MS4s), among other requirements, to commit to:

- Minimum Control Measure #1: ... Public Education and Outreach
- Minimum Control Measure #2: ... Public Participation in Stormwater Management
- Minimum Control Measure #6: ... Good Housekeeping for Municipal Operations

Most MS4s are not set up to provide community-wide education; however, Cornell Cooperative Extension, as an agency with 100 years of public education experience in Rockland County, in cooperation with the Rockland County Stormwater Consortium, can provide each MS4 with community education, outreach and involvement in order to satisfy the three Minimum Control Measures listed above.

Cornell Cooperative Extension of Rockland County (CCE) will tap its resources at Cornell University, NYS-DEC, US-EPA and other reputable sources to develop, implement and evaluate an educational program for this MS4. The success of this program depends on participation by all five towns and nineteen villages in Rockland, all of which contribute to the support of the educator position and responsibilities, as described below. Based on input from the Stormwater Consortium, the following services are being offered to the MS4:

CCE'S RESPONSIBILITIES IN THIS AGREEMENT:

1. MCM #1: EDUCATION/OUTREACH: CCE will employ an educator to conduct and evaluate educational programs about stormwater management for the public and for municipal employees within the MS4 district in addition to those in the other districts participating in this agreement. The educational outreach will focus on stormwater pollution and prevention including regulations, water quality, Pollutants of Concern, Nutrient Pollution, Harmful Algal Blooms, and the consequences of improper application/disposal of fertilizers, pesticides, salt, lawn clippings, and hazardous materials to the storm drains. A *Stormwater and Water Quality Education* webpage and interactive map with guide will be available to the public. Training topics will be identified based on focus group discussions and input from Stormwater Consortium members, and guidance materials will be available.

A. CLASSES AND WORKSHOP(S):

- **General Public** – CCE will offer public workshops. Topics have historically included Water Conservation, Stormwater Pollution Prevention, Water-Smart Landscaping (Rain Gardens, Rain Barrels and drought-resistant landscaping), available utility rebates, and Don't Flush the Wipes.
- **Fertilizer Law Certificate Program for Landscapers and Contractors** – CCE will offer the certificate course monthly, highlighting best management practices related to catch basins, fertilizers, pesticides, landscape debris, hazardous waste, etc. Presentation and handouts are offered in Spanish, and a translator translates simultaneously when available.
- **Municipal Employees** – CCE will continue to advise the stormwater consortium on meeting the NYSDEC's MS4 permit requirements. When feasible, training will be provided on Minimum Measures III, IV, and V, filling in the MS4 Annual Report Form, and what to expect

during a NYSDEC audit.

- **Best Management Practices (BMPs)** workshops for garage maintenance and good housekeeping for municipal operations will be offered to municipal employees in each town.

- B. PSAs:** At least three *Public Service Announcements* about stormwater pollution and water quality awareness will be aired on the WRCR radio station or posted to CCE's social media pages, and maintained on the webpage.
- C. INFORMATION CENTER:** CCE will serve as an ongoing resource to community residents through its Horticulture Diagnostic Lab. The lab is open and accessible to the public via personal visit, phone, fax and e-mail. CCE will provide soil testing (for a fee) and recommendations for fertilizer application in an effort to limit the use of excess fertilizers.
- D. WEBSITE:** The CCE Educator will ensure that the Stormwater and Water Quality Education webpage and interactive map with guide are available at all times to the general public (<http://rocklandcce.org/stormwater-consortium>). These pages will be reviewed and updated regularly throughout the year.
- E. MONTHLY MEETINGS:** The CCE Educator will attend the MS4's monthly meeting. If a scheduling conflict arises, another informed CCE representative will attend in his/her place. CCE Educator will coordinate and host the Consortium monthly meetings, and CCE administrative staff will keep meeting minutes.
- 2. MS4 #2: PUBLIC INVOLVEMENT/PARTICIPATION:** CCE will help recruit volunteers and collaborate with other established organizations to deliver the following services:
- A. LITTER CAMPAIGNS** – CCE will actively promote litter campaigns along streams, beaches and roadways in cooperation with *Keep Rockland Beautiful, Inc.* by placing a link on the Stormwater webpage to Keep Rockland Beautiful, Inc. CCE will also promote the existing Litter Hotline managed by *Keep Rockland Beautiful, Inc.* which serves as a community hotline for reporting not only littered spots but water polluters.
- B. VOLUNTEER OPPORTUNITIES** – CCE will provide volunteer opportunities pertaining to Stormwater and Water Quality on the stormwater webpage.
- C. PARTNERSHIPS** – CCE will work to strengthen partnerships between MS4s, the *Environmental Educators Working Group of Rockland*, the *Rockland County Water Quality Committee* and the *Rockland County Division of Environmental Resources (DER)* to address stormwater issues of common concern. This includes programming provided through the Water Quality Coordinating Committee, Environmental Management Council and Soil & Water Conservation District. CCE will actively promote volunteer opportunities such as the Soil & Water Conservation District's Storm Drain Marking program, WAVE program, etc.
- 3. STORMWATER GRANTS:** The CCE Educator will be responsible for the oversight, coordination and administration of the NYSDEC stormwater mapping grant, and other grants pertaining to the consortium.
- A. NYSDEC STORMWATER MAPPING GRANT** - The CCE Educator will review the submission of the Town's deliverables, oversee match funds and monitor expenses of the NYSDEC stormwater mapping grant.
- B. NYSDEC UPDATES:** The CCE Educator will be responsible to identify and update Priority Outfalls and add new sites to the NYSDEC's Stormwater Construction database on an annual basis, and to review this information with the MS4.

4. PROGRAM AGREEMENT ADMINISTRATION

- A. AGREEMENT TERM:** The term of this agreement is April 1, 2020 through March 31, 2021.
- B. SUPERVISION:** CCE will employ, train, supervise and evaluate this Educator. Supplies and support will be provided by CCE to allow this Educator to meet the job requirements. During this time, the CCE Educator will be covered by CCE’s liability insurance.
- C. EDUCATIONAL INFORMATION:** Information provided to community residents will be educational in nature and will come from reputable sources including the NYS-DEC, US-EPA, Cornell University and other credible research-based institutions. CCE will try to remain unbiased and research-based in nature, and not recommend one private business or product over another.
- D. REPORTING:** CCE will provide the Town with an annual deliverables summarizing the outreach efforts and measurable goals. Only participating MS4s will receive report deliverables. Reports will only be released if invoice payments by the Town are up-to-date.
- E. PROGRAM APPRAISAL:** CCE and the Town may evaluate this agreement at the end of the program year to determine its effectiveness and the need for its renewal.

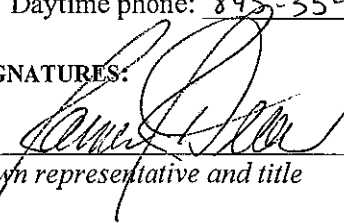
TOWN’S RESPONSIBILITIES IN THIS AGREEMENT:

- 1. **FUNDING:** The Town will provide \$7,300 (seventy three hundred dollars) to fund this project, to be paid within 60 days after receiving the invoice.
- 2. **ADDITIONAL COSTS:**
 - Any additional costs (e.g. printing of fact sheets, refrigerator magnets, posters, stickers, etc.) will be either paid by the Town directly to the manufacturer or invoiced separately if the work is carried out by CCE.
 - Upon request of the MS4, the CCE Educator will be available for site visits at locations pertinent to MS4s for consultation. Written reports will be submitted to determine any further course of action.
- 3. **PROGRAM APPRAISAL:** CCE and the Town will evaluate this agreement at the end of the program year in order to determine its effectiveness and need for changes.

ADMINISTRATIVE CONTACTS:

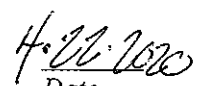
- Suzanne Barclay, Cornell Cooperative Extension of Rockland, 10 Patriot Hills Drive, Stony Point, NY 10980; phone 845-429-7085 ext. 107; fax – 429-8667; email – sb2475@cornell.edu
- Town representative and title: James J. Dean, Supt of Highways
- Town alternate and title NONE
- Address: 119 Route 303, Orangeburg, NY 10962
- Daytime phone: 845-359-6500 E-mail: highwaydept@orangetown.com

SIGNATURES:



 Town representative and title

 Date



 Suzanne Barclay
 Executive Director, CCE Rockland

 Date

BID OPENING TIME	<u>11:00AM</u>	DATE	<u>11-Mar-20</u>
-------------------------	----------------	-------------	------------------

CONTRACTOR NAME & ADDRESS	<i>Hyden Blay - West Nyack, NY</i>				
--------------------------------------	------------------------------------	--	--	--	--

DATE RECEIVED	3/11/20					X
TIME RECEIVED	10:09AM					
NON COLLUSION STATEMENT	✓					
BID BOND or CERTIFIED CHECK	✓					

Total Annual Cost for Services Outlined						X
	\$ 8,487.00	\$	\$	\$	\$	

Labor Costs For HVAC Technician						X
Labor Rates for Monday to Friday - 8:00 A.M. to 4:00 P.M./ Unit HOUR						
UNIT PRICE	\$ No Bid	\$	\$	\$	\$	X
Labor Rates for Monday to Friday - 4:00 P.M. to 8:00 A.M./ Unit HOUR						
UNIT PRICE	\$ No Bid	\$	\$	\$	\$	X
Labor Rates for Saturday - 8:00 A.M. to Midnight./ Unit HOUR						
UNIT PRICE	\$ No Bid	\$	\$	\$	\$	X
Labor Rates for Sunday and Holidays/ Unit HOUR						
UNIT PRICE	\$ No Bid	\$	\$	\$	\$	X

Cost For Materials						X
PERCENT MARK - UP						
If no discount is being offered, enter "0" in the space provided. Mark-Up shall not exceed 10%						X
There shall be no mark-up on freight / Unit PERCENT MARK-UP						
UNIT PRICE	\$ No Bid	\$	\$	\$	\$	X
						X
						X
						X
						X

BID PROPOSAL
CONTRACTOR'S BID
FOR
SERVICE CONTRACT NO. PARKS-04-2020

TOWN OF ORANGETOWN, NEW YORK

THIS BID IS SUBMITTED TO: Town of Orangetown
 26 Orangeburg Road
 Orangeburg, NY 10962

BY: **BIDDERS NAME AND ADDRESS:**
 Hayden Building Maintenance Corporation

 169 Western Highway, PO Box G, West Nyack, NY 10994

 Telephone: 845-353-3400

1.01 The undersigned **BIDDER** proposes and agrees, if this Bid is accepted, to enter into an Agreement with **OWNER** in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 **BIDDER** accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. The Bid will remain subject to acceptance for forty-five days after the Bid opening.

3.01 In submitting this Bid, **BIDDER** represents, as set forth in the Agreement, that:

A. **BIDDER** has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

B. **BIDDER** has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

BID PROPOSAL

- C. BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. BIDDER does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the prices(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- E. BIDDER is aware of the general nature of Work to be performed by OWNER and others at the Site, if any, that relates to the Work as indicated in the Bidding Documents.
- F. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- G. BIDDER has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Bidding Documents, and the written resolution thereof by OWNER is acceptable to BIDDER.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 BIDDER further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any individual or entity to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.

5.01

- A. BIDDER will perform the Work in accordance with the Contract Documents for the prices entered in the Schedule of Bid Items which follows. Individual Bid Items are more fully defined in the Bid Item Description pages of Section 3 of the specifications.
- B. BIDDER acknowledges that BIDDER's price(s) constitutes BIDDER's sole compensation for performing all Work required by the Contract Documents; and if a particular part of the Work is not listed in the Bid Item Descriptions, BIDDER has included that part of the Work in the Bid Item Description which it most logically belongs.

BID PROPOSAL

C. Unit Prices have been computed in accordance with Article 73 of the General Conditions. Bidder acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

PRE-BID WALKTHROUGH:

Please contact the Parks and Recreation Office to make arrangements to review the sites.

SPECIFICATIONS:

**BID SPECIFICATIONS – Bid No. PARKS-04-2020
2020 – Annual Roof Service and Repair**

New York State Prevailing Wage rates apply to ALL work related to this bid. Certified Payrolls must be submitted with payment request.

Please provide pricing to provide the following services:

Inspect roofing areas at each location two (2) times annually.

1. Provide for minor repairs, assuring that the entire roof is performing as intended.
2. Clean all leaves and debris from roof, valleys, gutters, leaders, roof drains and all flat areas and dispose.
3. Ensure that drainage system is working properly.
4. Check all flashing, pitch pockets, vent pipes and expansion joints. Re-caulk as necessary.
5. Provide a written report of any deficiencies that should be addressed.
6. Emergency response to roof leaks within twenty-four (24) hours.

Locations:

1. Blue Hill Pro Shop – 285 Blue Hill Rd., Pearl River, NY 10965	\$1,590.00
2. Blue Hill Restaurant – 285 Blue Hill Rd., Pearl River, NY 10965	\$2,604.00
3. Orangeburg Library/Building Dept. – 20 Greenbush Rd., Orangeburg, NY 10962	\$1,590.00
4. Quonset Huts – 20 Greenbush Rd., Orangeburg, NY 10962	\$1,302.00
5. Police Booth – 1 South Main St., Pearl River, NY 10965	\$338.00

Please provide pricing for each area individually.

Please provide hourly labor cost for work not covered by the service agreement.\$144.00

BID PROPOSAL
BID SCHEDULE OF PRICES – Bid No. PARKS-04-2020
 2020 – Annual Roof Service and Repair

Price Sheet

Total Annual Cost for Services Outlined Above: \$ 8,487.00

Please provide cost information for labor outside of the above listed annual services.

New York State Prevailing Wage rates apply to ALL work related to this proposal. Certified Payrolls must be submitted with payment request.

Bidder must provide pricing for the following which is consistent with New York State Prevailing Wage or a higher union rate plus a markup for profit.

LINE NO.	DESCRIPTION	UNIT	UNIT PRICE
LABOR COSTS FOR HVAC TECHNICIAN			
1	Labor Rates for Monday to Friday 8:00 A.M. to 4:00 P.M.	HOUR	
2	Labor Rates for Monday to Friday 4:00 P.M. to 8:00 A.M.	HOUR	
3	Labor Rates for Saturday 8:00 A.M. to 12:00 Midnight	HOUR	
4	Labor Rates for Sunday and Holidays	HOUR	
COST FOR MATERIALS			
5	PERCENT MARK-UP If no discount is being offered, enter "0" in the space provided. Mark-Up shall not exceed 10%. There shall be no mark-up on freight.	PERCENT MARK-UP	

It is the expectation of the Town that your company will respond within 24 hours for non-emergency calls:
 Yes No

It is the expectation of the Town that your company will respond within 2 hours for emergency calls:
 Yes No

Company Name: Hayden Building Maintenance Corp. Prepared by: Melissa Gray

Address: 169 Western Hwy, PO Box G City: West Nyack State: NY Zip: 10965

Phone #: 845-353-3400 Fax #: 845-353-3451

E-Mail: mgray@roofline.com Date: 03/10/2020

Note: In case of a discrepancy between the unit prices written in words and in figures, the unit prices written in words shall govern. In case of a discrepancy between unit prices bid and extended totals, the unit prices will govern. In case of a discrepancy between the sum of the extended totals and total bid price, the sum of the extended totals will govern.

Bidder acknowledges that quantities are estimates and are not guaranteed and final payment will be based on the actual quantities determined as per the Contract Documents.

6.01 BIDDER agrees that the Work will be substantially completed and ready for final payment in accordance with the General Agreement on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 BIDDER accepts provisions for liquidated damages, if any, in the event of failure to complete the Work by the dates or within the number of calendar days indicated in the Agreement.

7.01 BIDDER and his surety, where appropriate, have completed and executed the following documents which are attached to and made a condition of this Bid:

- A. Required Bid Security in the form of Bid Bond or Certified Check.
- B. Required BIDDER's Qualification Statement with supporting data.
- C. Non-Collusive Bidding Certification.
- D. Statement of Surety's Intent.

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED ON March 10 2020

State Contractor License No. 13-3152634 (if applicable)

BID PROPOSAL

8.02 Signature of BIDDER and other appropriate information, if BIDDER is:

An Individual

Name (typed or printed): _____

By _____ (SEAL)
(Individual's Name)

Doing business as: _____

Business address: _____

Phone No.: _____ Fax No. _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner—attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ Fax No. _____

BID PROPOSAL

A Corporation

Corporation Name: Hayden Building Maintenance Corp. (SEAL)

State of Incorporation: New York

Type (General Business, Professional, Service, Limited Liability) _____

Roofing, Waterproofing, Masonry Restoration

By: *Gregory P. Hayden*
(Signature—attach evidence of authority to sign)

Name (typed or printed): Gregory P Hayden

Title: President

Attest: _____ (CORPORATE SEAL)
(Signature of Corporate Secretary)

Business address: 169 Western Highway, W Nyack, NY 10994
Phone No.: 845 353 3400 Fax No. 845 353 3451

Date of Qualification to do business is: December 1, 1982

BID PROPOSAL

A Joint Venture

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner—attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No. _____

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature—attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Phone No.: _____ Fax No. _____

Phone & Fax No., and address for receipt of official communications:

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

BID PROPOSAL

**ATTACH BID SECURITY
TO THIS PAGE
IF CERTIFIED CHECK**

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

OFFICIAL CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK



83713416-6

RE: PATRICE A ZINGARO

DATE: 03/11/2020

52-0133
.112

PAY TO THE TOWN OF ORANGETOWN
ORDER OF

Four Hundred Twenty Four AND 35/100

\$424.35



DRAWER: TD BANK, N.A.

Branna Hester
AUTHORIZED SIGNATURE



Security Features Details on Back

⑈837134166⑈ ⑆011201335⑆ 6265008718⑈

STATEMENT OF BIDDER'S QUALIFICATIONS

STATEMENT ATTACHED TO AND FORMING PART OF ALL
BIDS RECEIVED BY THE TOWN OF ORANGETOWN

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered by attachment of separate sheets.

1. **Name of Bidder**
Hayden Building Maintenance Corp.
2. **Permanent main office address**
169 Western Highway, W Nyack, NY 10994
3. **When organized**
December 1, 1982
4. **If a corporation, where incorporated**
New York
5. **How many years have you been engaged in the contracting business under your present firm or trade name?**
38 Years
6. **List any other names you have operated under for the last ten (10) years.**
N/A
7. **Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)**
See attached
8. **General character of work performed by your company**
Roofing, Waterproofing, Masonry Restoration
9. **Have you ever failed to complete any work awarded to you?**
No

If so, where and why?
10. **List and summarize all DOL, OSHA, USEPA, NYSDEC or other environmental regulatory agency violations in the last five (5) years.**
See attached
11. **Have you ever defaulted on a contract?**
No

If so, where and why?
12. **List a minimum of three (3) projects having a scope similar to this project. Each reference shall consist of :**

- a. The official project name and project number
 - b. Name, address, contact person, and telephone number of the owner, design consultant, and/or owner's representative.
 - c. Project value; overall, and for the contractor's work
 - d. Project schedule; overall, and for the contractor's work
 - e. Description of the scope of work.
13. List your major equipment available for this Contract.
14. List the background and experience of all principal members of your organization, including officers.
See attached
15. List the work to be performed by Subcontractors and summarize the dollar value of Maintenance Contract each Subcontract.
16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes
17. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated: March 11, 2020

By: 
Signature

By: Gregory P Hayden
Printed Name

For: Hayden Building Maintenance Corp.

WORK ON HAND / ROOFING - SERVICE CONTRACT WORK

Bid To	Project	Job #	Award Amt.	Approved CO's	Pending CO's	Project Total	% C	WOH
Roofing								
153 Halsey Street Condominium	153 Halsey St, Newark, NJ	8802	\$499,053.00	\$1,560,058.00	\$0.00	\$2,059,111.00	90	\$308,866.65
255 Mall, LLC	257-09 257-15 Union Turnpike, Gold Fis	11932	\$247,525.00	\$0.00	\$0.00	\$247,525.00	50	\$123,762.50
444 56th Street Realty Co., LLC	444 & 450 West 56 Street, New York, NY	12001	\$634,815.00	\$12,420.00	\$0.00	\$647,235.00	11	\$576,039.15
A.P. Construction	200 North Maple Avenue, Greenwich Ad	11846	\$659,275.00	\$7,480.00	\$32,960.00	\$666,755.00	5	\$633,417.25
AG-OE800 Bradley Hill Road Ow	800 Bradley Hill Road, Bldg. 4, Blauvelt,	11636	\$946,000.00	\$20,233.00	(\$72,792.50)	\$966,233.00	75	\$483,116.50
AG-OE877 Western Highway Ov	877 Western Highway, Bldg. 12, West N	11833	\$155,000.00	\$0.00	\$0.00	\$155,000.00	0	\$155,000.00
Commack Shopping Center Assc	6500 Jericho Turnpike, Michael's, Comm	11517	\$128,928.00	\$0.00	\$0.00	\$128,928.00	0	\$128,928.00
Commack Shopping Center Assc	6500 Jericho Turnpike, Low Rear Roof @	11624	\$159,885.00	\$1,250.00	\$0.00	\$161,135.00	0	\$161,135.00
CP Associates LLC	220 East 161st Street, CVS-Danice, Bron	11929	\$176,583.00	\$0.00	\$0.00	\$176,583.00	20	\$176,583.00
Ellen Rose Associates, LLC	1241 Lafayette Avenue, Sunshine Adult	11672	\$155,275.00	\$7,856.00	\$0.00	\$163,131.00	90	\$16,313.10
EW Howell	1157 Lexington Avenue, All Souls Unitar	11780	\$556,840.00	\$25,230.25	\$1,500.00	\$582,070.25	15	\$494,759.71
Gilbane Building Company	730 Fifth Avenue, Crown Bldg, New Yor	11046	\$605,000.00	\$298,430.80	\$19,216.00	\$903,430.80	85	\$135,514.62
Global Foundries	2070 Route 52, Bldg 300D, Hopewell Jur	12119	\$778,880.00	\$4,860.00	\$0.00	\$783,740.00	50	\$391,870.00
HPT IHG Properties Trust	66 Hale Avenue, Crowne Plaza Areas A	12095	\$526,060.00	\$0.00	\$0.00	\$526,060.00	0	\$526,060.00
Jeffrey Management Corp.	145 West 30th Street, New York, NY	12410	\$33,960.00	\$0.00	\$0.00	\$33,960.00	0	\$33,960.00
Jewish Community Center of Ha	130 Union Avenue, Harrison, NY	10463	\$156,190.00	\$3,890.00	\$3,150.00	\$160,080.00	90	\$16,008.00
JRM Construction Management	422 Fulton Street, Macys, Brooklyn, NY	8885	\$3,009,000.00	\$976,385.01	\$208,080.54	\$3,985,385.01	72	\$1,115,907.80
JRM Construction Management	132 West 125th Street, New York, NY	10852	\$85,150.00	\$28,824.00	\$45,314.48	\$113,974.00	60	\$45,589.60
JRM Construction Management	75 Varick Street, New York, NY	11066	\$48,000.00	\$36,501.08	\$0.00	\$84,501.08	95	\$4,225.05
JRM Construction Management	330 Riverside Drive, New York, NY	11840	\$128,775.00	\$0.00	\$0.00	\$128,775.00	15	\$109,458.75
JRM Construction Management	435 Hudson Street, PH II, New York, NY	12379	\$0.00	\$46,065.00	\$29,416.36	\$46,065.00	6	\$43,301.10
KRG White Plains City Center, LI	1 City Place, White Plains, NY	11914	\$53,400.00	\$0.00	\$0.00	\$53,400.00	60	\$21,360.00
MJE Carpentry, LLC	18-26 Burling Lane, The Millennia, New	11245	\$194,995.00	\$28,280.00	\$10,550.00	\$223,275.00	95	\$11,163.75
Parisi Family Limited Partnershi	48-23 55th Avenue, CVS, Maspeth, NY	11910	\$465,000.00	\$0.00	\$0.00	\$465,000.00	95	\$23,250.00
PC Construction Company	284 South Avenue, CHG&E Bldg. 808, P	11637	\$261,000.00	\$23,750.71	\$3,575.00	\$284,750.71	10	\$284,750.71
Pratt Institute	572 Myrtle Avenue, Pratt East Building,	12136	\$16,960.00	\$0.00	\$0.00	\$16,960.00	90	\$16,960.00
RM Property Services, LLC	1 Odell Plaza, Yonkers, NY	11415	\$921,320.00	\$0.00	\$0.00	\$921,320.00	92	\$73,705.60
RM Property Services, LLC	3 Executive Boulevard, Yonkers, NY	11419	\$217,775.00	\$0.00	\$0.00	\$217,775.00	80	\$43,555.00
RM Property Services, LLC	4 Executive Plaza, Yonkers, NY	11421	\$443,900.00	\$0.00	\$0.00	\$443,900.00	60	\$244,145.00
Structure Tone	155 Avenue of the Americas, NY, NY	10897	\$448,652.00	\$280,698.35	\$41,006.40	\$729,350.35	98	\$14,587.01
TMD Construction JV LLC	86 DeKalb Avenue, White Plains, NY	10414	\$289,937.50	\$1,532,594.00	\$0.00	\$1,822,531.50	90	\$182,253.15
TMD Construction JV LLC	1 Westhelf Drive, Mayfair Apts., White	12250	\$237,463.00	\$0.00	\$0.00	\$237,463.00	20	\$189,970.40
White Plains Hospital Center	41 East Post Road, C-Wing, White Plains	10958	\$515,000.00	\$0.00	\$0.00	\$515,000.00	50	\$283,250.00
Sub-Total			\$13,755,596.50	\$4,894,806.20	\$321,976.28	\$18,650,402.70		\$7,068,766.41



OSHA VIOLATIONS & RESOLUTIONS

Hayden Building Maintenance Corp. has developed a written safety and health program to provide guidance to our employees. Additionally, we conduct daily unannounced safety inspections of our jobsites. The inspections are then written up by our safety officer and forwarded to the division superintendent and foreman for immediate action. As part of our Safety Program, Job Site Safety Hazard Analysis is developed prior to the start up of a project. This allows for input from both the foremen and the safety officer so that the project is completed efficiently and without any employee injuries. Training is crucial and is routinely conducted. In addition, we maintain a written Hazard Communication Program and update our SDS binder as new products enter into our facility. The company has also developed a written progressive disciplinary program as part of the enforcement aspect of our Safety Program (see below).

During the last *five years* Hayden Building Maintenance Corp. (HBMC) has been inspected by OSHA and the findings are as follows:

OSHA Inspection in 2013: Zero Citations

OSHA Inspection in 2014: 1 “Other Than Serious” Citation

Inspection #984020 – October 2014 / 1926.502(d)(15) – *Improperly anchored off*. This citation was reclassified as “Other Than Serious” because the violation did not represent any serious physical harm to any of their employees. Specifically, the anchorage used for the personal fall positioning device was installed while the company’s qualified person was on the ground level rather than up at the roof level. The anchorage that was installed was capable of supporting the load and in compliance with OSHA requirements. Technically, at the time of the inspection, the qualified person reached the roof to inspect the anchorage at the same time that the OSHA compliance officer reached the roof (the qualified person brought the compliance officer to the roof). A technical violation existed, but the technical violation represented no serious hazard and was rectified immediately on-site.

RESOLUTION

Note: HBMC provided all its field personnel with an OSHA 10 class which was held by an official Safety Trainer. Anchorage and fall restraints were reviewed.

OSHA Inspection in 2015: Zero Citations

OSHA Inspection in 2016: 1a and 1b “*Serious*” Citation

Inspection # 1121378 / STD 29CFR 1910.1200 (e)(1) – April 29, 2016

Citation 1a – Reduced to “Other Than Serious”

A written hazard communication program was not provided or implemented where employees use chemicals such as Siplast Primer Resin and Siplast Parapro Flashing Resin on or about 1/20/16. This citation was reduced to “Other than Serious” because the program was made available and given to the OSHA Inspector via e-mail before he left the site. We had already de-mobilized from this jobsite, but had been called back to do some repairs, and the paperwork had been removed from the site.

Citation 1b – Reduced to “Other Than Serious”

STD 29CFR 1910.1200 (h)(1) – April 29, 2016

Inspector claimed the employees were not provided effective information and training on hazardous chemicals for their work area at the time. This was also reduced to “Other than Serious” as we were able to provide proof of their proper training. There was a language barrier between the inspector and the employees, which prevented him from getting the proper information from our employees regarding their training.

RESOLUTION

HBMC provided a copy of our Hazard Communication Program and also provided proof of the employee’s proper training.

OSHA Inspection in 2017: Zero Citations

OSHA Inspection in 2018: Zero Citations

OSHA Inspection in 2019: Zero Citations

Three (3) Project References:

- District Wide Maintenance and Repair Contract – Job #19343
 - Briarcliff Manor Union Free School District, , 45 Ingham Road, Briarcliff Manor, NY 10510, Mr. Anthony Bauso, (914)432-8134
 - \$8,640.00 Annually
 - Bi-Annual Inspections
 - Perform Maintenance Inspection
-
- District Wide Maintenance and Repair Contract – Job #19400
 - Suffern Central School District, 45 Mountain Avenue, Hillburn, NY 10931, Mr. John Palma, (845)357-7783 x 251
 - \$12,810.00 Annually
 - Bi-Annual Inspections
 - Perform Maintenance Inspection
-
- Facility Maintenance and Repair Contract – Job #17764
 - Wakefern Food Corporation, 505 Division Street, Elizabeth, NJ 07207, Mr. Nick Varrera, (908)527-7538
 - \$2,880.00 Annually
 - Bi-Annual Inspections
 - Perform Maintenance Inspection



HAYDEN
BUILDING MAINTENANCE CORP.
Roofing • Waterproofing • Restoration

Patrice Zingaro - Controller

Patrice Zingaro has worked with Hayden since 2002 and is responsible for all aspects of financial management, including corporate accounting, regulatory and financial reporting, budget and forecasts preparation, as well as development of internal control policies and procedures. Prior to her employment at Hayden, Patrice worked in public accounting as an auditor at Coopers & Lybrand as well as in the private sector as a Senior Accountant. She graduated first in her class from Fordham University with a BS in Accounting.

Gary Beninati – Director of Operations

Gary Beninati is a third-generation roofer with 25 years experience in commercial and residential roofing. Gary has worked extensively with all major varieties of roofing systems including; built-up, EPDM, PVC, torch-down, shingles, slate and copper. He has earned manufacturer's certifications with Johns Manville, Carlisle, Firestone, Polyglass, Certainteed, Ataz Metal, and GAF. Gary has completed and received his OSHA 10 hour, Scaffold Safety, First Aid CPR and Lead Based Paint Awareness Certification. As Director of Operations, Gary is responsible for jobsite safety and profitability of all projects in the Roofing and Service Departments. Gary ensures a seamless turnover from Sales to Operations, effective planning and management of labor, materials and orderly job startup, safe working practices and smooth progression of work during the course of a roofing project.

Craig Alper – Senior Estimator/Project Manager

Craig Alper has worked in the construction industry for 29 years. His work history includes upper project management positions in the fields of Industrial Asbestos Abatement, Roofing, Masonry and Historical Restoration, in both the Northeast and Florida. Craig was instrumental in the timely completion of a number of projects in excess of \$10 million dollars at the United Nations Headquarters as well as a \$12 million dollar masonry/roofing project at Memorial Sloan Kettering Cancer Center. Craig holds a Bachelor's Degree in Business Administration from Adelphi University, Garden City, NY. He has earned certifications in Built-up Roofing, OSHA and Concrete Repair.

Kevin Lyons - Slate Roofing Division President

Kevin Lyons is an "old school" specialist in residential slate, cedar shake, tile and copper roofs, with a commitment to the type of craftsmanship that is getting harder and harder to find. He owned his own business, Kevin Lyons Roofing Inc., for over 31 years before joining Hayden Building Maintenance in 2004 to run our specialty Slate and Steep Slope roofing business. Kevin has worked with Hayden Building Maintenance Corp. as a trusted subcontractor several times over the past 27 years.



HAYDEN
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Juan Bayona – Senior Estimator/Project Manager

Juan Bayona has worked in commercial roofing for the past 19 years. He started in the roofing business as an AutoCAD draftsman while attending architectural school. Through AutoCAD and hand drafting, Juan became very familiar with the different roofing systems and construction details. Juan has worked as project coordinator and worked his way up to management. His work included reviewing construction drawings, specifications, developing computer take-off, obtaining price requests, RFI's and manufacturer's approval for special conditions, subcontractor quote requests, and is proficient in the EDGE program computer generated estimates & reports. Juan has been awarded and successfully completed new construction and re-roof projects for many Fortune 500 companies. He holds a Bachelor of Science in Architecture from the City College of New York School of Architecture and Environmental Studies.

Timothy J. Kelly – Senior Estimator/Project Manager

Timothy J. Kelly has over 41 years of experience in roofing and masonry restoration, 13 of which have been with Hayden Building Maintenance in both estimating and project management. Mr. Kelly started his career as a roofing apprentice and has real world field experience in all types of roofing including shingles, ceramic tile, slate, thermoplastics, PVC, EPDM, Modified Bitumen and Built-Up Roofing as well as all types of architectural sheet metal and copper roofing. He attended the State University of New York at Buffalo and operated his own roofing, sheet metal and masonry restoration company for over 17 years. He is a former Committeeman for the National Roofing Contractors Association (NRCA) and recipient of their Charlie Raymond Award for member development.

Keith Koval– Service Manager

Keith Koval has worked in the roofing industry for 17 years. His introduction into roofing started with the responsibility of sales and project management for a residential shingle division. He then became involved with commercial roofing which encompassed SBS, BUR, and Single Ply including EPDM, TPO, and PVC roofs. Keith has completed his OSHA 10-Hour Safety Certification and Lead-Based Paint Awareness Certification. He has earned manufacturers' accreditations with GAF, CertainTeed, Firestone, Mule hide, and Johns Manville. Keith joined the Hayden team in May of 2015 in the Service Department and is responsible for selling and managing projects for the service team.

Michael McWeeney – Warehouse Manager

Mike McWeeney has over 20 years of operational and roof safety training experience, including "train the trainer" forklift certification and OSHA Safety Certification. Mike manages the logistical functions of the roofing operations, and periodically attends seminars on rooftop safety sponsored by the NRCA.



HAYDEN

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Gary Bruno - Roofing Foreman

Gary Bruno is a second-generation roofer with over 47 years of experience in commercial and residential roofing. Gary has worked extensively with all major types of roofing systems, including built-up, EPDM, PVC, torch-down, shingles, slate and copper. He has earned manufacturer's certifications with Johns Manville, Carlisle, Firestone, Polyglass, Certaineed, Ataz Metal, and GAF. He has also received a Gold Circle Award for his expertise in installing Liquid Roof Systems.

Ken Buckley - Roofing Foreman

Ken Buckley is an experienced roofing foreman and a seasoned roofer. Since 1985, he has worked in all phases of roofing, including new construction, re-roofing and leak repairs. Ken is experienced in built-up roofing, slate, tile, PVC, torch-down, EPDM, coping and standing seam metal systems.



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NON COLLUSIVE BIDDING CERTIFICATE

STATEMENT ATTACHED TO AND FORMING PART OF ALL BIDS RECEIVED BY THE TOWN OF ORANGETOWN

(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and,

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a), (1), (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in details the reasons therefor. Where (a), (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or its designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same price being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

(c) Any bid hereafter made to any political subdivision of the State or any public department, agency, or official thereof by a corporate bidder for work or service performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be

deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

This statement is subscribed by bidder or person signing on behalf of bidder and affirmed as true under penalties of perjury.

Dated: March 11, 2020

By: Gregory P. Hayden
Signature

By: Gregory P Hayden
Printed Name

For: Hayden Building Maintenance Corp.

BID PROPOSAL

STATEMENT OF SURETY'S INTENT
(To be completed if Bid Security is to be
Certified or Bank Cashier's Check)

To: Town of Orangetown
(Owner)

We have reviewed the Bid of Hayden Building Maintenance Corp.
(Contractor)
of 169 Western Highway, W Nyack, NY 10994
(Address)

for Roofing Maintenance Contract - One Year
Contract No. Parks-04-2020
(Project)

Bids for which will be received on March 11, 2020
(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the performance bond and labor and material bond required by the Contract.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves and we assume no liability to you or third parties if or any reason we do not execute the requisite bonds.

We are duly authorized to do business in the State of New York

Attest:
Nicole Broderick
Nicole Broderick, As to Surety
Attach Power of Attorney

Anthony Basolano
United States Fire Insurance Company

Anthony Basolano, Attorney-in-Fact

Surety's Authorized Signature(s)

(Corporate seal if any. If no seal, write
"No Seal" across this place and sign.)

(This form must be completed prior to the submission of the bid

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

01107415220

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Anthony Basciano, Kenneth H. Fuirst, Jason Chauser Schiciano, Marc Joseph Spar

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000)**.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

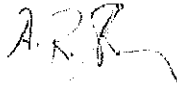
(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY



Anthony R. Slimowicz, Executive Vice President

State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania - Notary Seal
Tamara Watkins, Notary Public
Philadelphia County
My commission expires August 22, 2023
Commission number 1348843



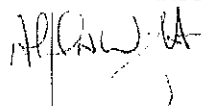
Tamara Watkins

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 11th day of March, 2020

UNITED STATES FIRE INSURANCE COMPANY



Al Wright, Senior Vice President



AGREEMENT
Between
EN-TECH CORP.
and
THE TOWN OF ORANGETOWN,

Relating to the River Road Sanitary Sewer Improvements Cured-in-Place Pipe Method,
Grandview-on-Hudson & Piermont, NY

THIS AGREEMENT, made and entered into as of the ___ day of April 2020 by and between EN-TECH CORP., having offices located at 91 Ruckman Road, Closter, NJ 07624 (hereinafter “En-Tech” or the “Contractor”) and the TOWN OF ORANGETOWN, a municipal corporation organized and existing under the laws of the State of New York, and having its principal office at 26 Orangeburg Road, Orangeburg, New York 10962 (hereinafter the “Town”).

WITNESSETH

WHEREAS, the Town Department of Environmental Management and Engineering (“DEME”) is responsible for the operation and maintenance of the Town’s wastewater collection and disposal system, consisting of a Wastewater Treatment Plant, 45 pump stations, and approximately 225 miles of sanitary sewer throughout the Town (collectively, the Town’s “Wastewater Treatment Facilities”); and

WHEREAS, these sections of sanitary sewer on River Road experienced severe hydrogen sulfide corrosion and most efficient and economical means of rehabilitation is utilizing cured-in-place lining of the entire sewer manhole to manhole.

WHEREAS, DEME obtained three (3) price proposals from qualified contractors to perform the required construction detailed on Request for Proposal and in which En-Tech Corp. was the lowest qualified proposal.

WHEREAS, En-Tech Corp has performed numerous cured-in-place sewer rehabilitation in the past, and is otherwise qualified, to perform the construction services for the required improvements.

WHEREAS, on recommendation of the Commissioner of the Town Department of Environmental Management and Engineering (“DEME”), approves the proposal by En-Tech Corp for the River Road cured-in-place lining improvements at a total cost of THIRTY THREE THOUSAND FORTY EIGHT (\$33,048.00).

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions hereinafter set forth, agree as follows:

1. **SCOPE OF SERVICES.** En-Tech shall provide all of the labor and materials for the cured-in-place pipe rehabilitation of approximately 486 linear feet of 8-inch sanitary

sewer, as described in the Request for Proposal annexed hereto and made part hereof as Exhibit “A” and as set forth in proposal dated 3-9-20, which proposal is annexed hereto and made a part hereof as Exhibit “B”.

The said services are to be performed in character, sequence and timing so that they will be coordinated with the requirements of the Town.

En-Tech shall commence the performance of the services required hereunder upon written authorization by the Commissioner of DEME.

2. **PAYMENT.** En-Tech’s compensation for its services under this Agreement shall be the total lump sum amount of THIRTY THREE THOUSAND FORTY EIGHT (\$33,048.00), as set forth on Exhibit “B”, to be paid as follows:

- a) Under Proposal dated March 9, 2020 – the sum of THIRTY THREE THOUSAND FORTY EIGHT (\$33,048.00), to be paid in one lump sum payment, upon completion of the work set forth thereunder, and acceptance by the Town;

***IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ALL WORK IS INSPECTED AND APPROVED BY THE COMMISSIONER, OR HIS DESIGNATED REPRESENTATIVE, BY THE MEANS OF POST REHABILITATION CCTV OF THE LINED SEWERS IN THEIR ENTIRETY**

b) Before any payments will be made under this Contract, the Town reserves the right to require that the Contractor and all subcontractors submit written verified statements, in satisfactory form, certifying in detail to the amounts then due and unpaid by such Contractor and subcontractor to all laborers for daily or weekly wages on account of labor performed upon the work under the contract, or to other persons for materials, equipment and supplies delivered at the site of the work. The term “laborers” as used herein shall include workmen and mechanics.

All work performed shall be scheduled and approved, in advance, by the Commissioner of DEME, or his designated representative. The Town shall have no liability for work not expressly authorized in advance.

It is expressly understood and acknowledged by En-Tech that there shall be no additional compensation paid by the Town for any services rendered by En-Tech in connection with the Project in excess of the amount set forth herein, including for any additional services that may be rendered beyond the scope of services set forth in En-Tech’s proposal and made a part hereof, unless such additional compensation shall have been authorized and agreed to, in advance, in writing.

3. **TOWN’S RESPONSIBILITIES.** The Town shall designate a person to act as Town’s representative with respect to the Project. Except with respect to those matters concerning which State or local law requires Town Board or other approval, such person shall have complete authority to transmit instructions, receive information, interpret and define the Town’s policies and decisions with respect to the Project and En-Tech’s services hereunder.

4. **INSURANCE.** During the course of the performance of the Project, En-Tech will procure and maintain the following insurance coverage:

<u>Liability</u>	<u>Limits of Liability</u>
Workers' Compensation & Employer's Liability	Statutory
Comprehensive General Liability	\$1,000,000
Excess Liability Coverage	\$2,000,000
Professional Liability, as applicable	\$1,000,000

En-Tech shall list the Town as an additional insured on its Comprehensive General Liability and Excess General Liability policies and furnish to the Town certificates of insurance reflecting the Town's status as such.

Certificates and policies of insurance acceptable to the Town shall contain a provision that coverages afforded under the policies will not be cancelled or allowed to expire or lapse until at least twenty (20) days' written notice has been given to the Town. Such policies shall further contain a Waiver of Subrogation provision in favor of the Town its officials, officers, agents, inspectors and employees.

Notwithstanding the aforesaid dollar value of the insurance coverage required hereunder, it is expressly understood, agreed and acknowledged by En-Tech that its liability to the Town or to any third party claiming by or through the Town for En-Tech negligence, intentional wrongful acts, or other errors or shall not be limited to the amount recoverable from the referenced or available insurance coverage.

5. **INDEMNIFICATION.** En-Tech agrees, to the fullest extent permitted by law, to indemnify and hold the Town harmless from any damage, liability or cost to the extent caused by En-Tech negligent acts, errors or omissions in the performance of its services under this Agreement and those of its sub-Contractors, employees or anyone for whom En-Tech is legally liable.

6. **SEVERABILITY.** If any of the terms and conditions of this Agreement shall be finally determined to be invalid, illegal or unenforceable, in whole or in part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. In such event, the parties further agree that they shall make a good faith attempt to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as closed as possible to the intention of the stricken provision.

7. **WAIVER.** The failure of the Town, or En-Tech, as the case may be, to insist upon or to enforce, in any instance, strict performance by the other of any of the terms and conditions of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such terms or

rights on any future occasion, nor shall it be construed as any waiver or relinquishment of its rights under any other provision of this Agreement.

8. **ENTIRE AGREEMENT; AMENDMENT.** This Agreement constitutes the entire agreement and understanding of the Parties hereto, and supersedes all prior agreements and understandings, oral or written, between the Parties with respect to the subject of the Project. This Agreement may not be amended or modified, except by an instrument in writing signed by the Parties hereto.

9. **GOVERNING LAW AND VENUE FOR RESOLUTION OF DISPUTES.** The parties agree that any dispute or controversy between them arising out of or in connection with this Agreement shall be subject to and conclusively resolved in accordance with the laws of the State of New York, and without giving effect to the conflict of laws provisions thereof. Venue for the resolution of any such dispute shall be the Supreme Court of the State of New York, Rockland County.

10. **PREVAILING WAGES.** The wages and supplements to be paid to laborer, workman or mechanic performing work under this Contract shall be not less than the prevailing rate of wages and supplements as defined and determined by the New York State Labor Law or the Davis-Bacon Act (40 USC276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable, a copy of which, as applicable, is attached hereto or to the Bid Documents.

11. **LIABILITY ONLY FOR MONIES BUDGETED.** This Agreement shall be deemed executory to the extent that the monies appropriated in the current budget of the Town for the purposes of this Agreement and no liability shall be incurred by the Town, or any Department thereof, beyond the monies budgeted and available for the purpose hereof.

12. **LOCAL LAWS AND RESOLUTIONS.** En-Tech shall comply with all local laws and resolutions applicable hereto, including all licensing requirements, if any, of the State, County, and Town, and shall produce evidence of such licensing if and as may be requested by the Town.

13. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clauses required by law to be inserted in this contract shall be deemed to be inserted herein, and the contract shall be read and enforced as though it were included herein, and if through mistake, or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract shall forthwith be physically amended to make such insertion.

Such provisions include, but are not necessarily limited to the following:

A. Discrimination Prohibited

(a) The Town has adopted and disseminated a revised Policy Against Discrimination and Harassment. All Proposers are required to acknowledge that they have

reviewed the revised Policy, and have been afforded an opportunity to ask a Municipality Compliance Officer any questions they may have regarding the Policy.

If you have any further questions regarding this Policy, feel free to contact Donna Morrison, Compliance Officer.

The undersigned declares that they have carefully examined and fully understand the Town of Orangetown Policy Against Discrimination and Harassment, effective date October 23, 2018. Said policy is available on the Town website at www.orangetown.com. Upon award of the proposal, all members of the firm who will be working on this project shall be required to review said policy and execute an acknowledgement form.

(b) No contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, in the hiring of employees for the performance of work under this contract, or any subcontract, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

(c) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, sex or national origin;

(d) There may be deducted from the amount payable to the Contractor by the Town under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;

(e) This contract may be cancelled or terminated by the Town, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract.

B. Other Interests Prohibited

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or take part in negotiating, making, accepting or approving any engineering, inspection, construction or material supply contract, or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract, or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of this project, shall become directly or indirectly personally interested in this contract, or in any part hereof, any material supply contract, subcontract, insurance contract or any other contract pertaining to the project.

C. Statement of Non-Collusion

By submission of its bid/proposal, the Contractor represents and warrants:

Each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (c) No attempt has been made or will be made by the Contractor to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

D. Anti-Kickback Clause

The Contractor shall comply with the Copeland “Anti-Kickback” Act (18 USC 874) as supplemented in the Department of Labor regulations (29 CFR Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of a public work, to give up any part of the compensation to which he is otherwise entitled. The Owner will report all suspected or reported violations.

E. Testimony by Contractor in Criminal Investigation and Proceedings

It is understood and agreed by the Contractor that upon the refusal of the Contractor, or if the Contractor is a partnership or corporation, upon refusal of a member, partner, director or officer of such partnership or corporation, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or if any political subdivision thereof, or of a public authority, to sign a waiver of immunity against any future criminal prosecution or to answer any relevant question concerning such transaction or contract.

- (a) Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer, shall be disqualified from thereafter selling to or submitting bids or to receiving awards from entering into any contract with the State, the County of Rockland, or municipality, or any public department or official thereof, for goods, work or services, for a period of five (5) years after such refusal to sign a waiver of immunity; and

- (b) Any and all contracts made with the State, the County of Rockland or any public department, agency or official thereof, since July 1, 1959 by such person and by any firm, partnership or corporation of which he is a member, partner, director or officer, may be cancelled or terminated by the County of Rockland or municipality, without incurring any penalty or damages on account of such cancellation or termination, but any monies owing pursuant to said transaction or contract prior to the cancellation and termination, shall be paid.

F. Hours of Work

It is proposed that the work shall progress on the project every work day during the week and continuously week by week, until the job is complete, except for holidays, and such days as weather or working conditions make work impractical in the opinion of the Town's Project Representative.

Weekend work, or work during holidays, or night work after 5:00 P.M. and earlier than 8:00 A.M. shall not be performed without the consent of the Town, except in an emergency. Holidays observed by the Town include the following:

New Year's Day	Labor Day
Dr. Martin Luther King Jr. Day	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

14. The Town has adopted and disseminated a revised Policy Against Discrimination and Harassment. All Proposers are required to acknowledgement that they have reviewed the revised Policy, and have been afforded an opportunity to ask a Municipality Compliance Officer any questions they may have regarding the Policy.

If you have any further questions regarding this Policy, feel free to contact Donna Morrison, Compliance Officer.

The undersigned declares that they have carefully examined and fully understand the Town of Orangetown Policy Against Discrimination and Harassment, effective date October 23, 2018. Said policy is available on the Town website at www.orangetown.com. Upon award of the proposal, all members of the firm who will be working on this project shall be required to review said policy and execute an acknowledgement form.

14. **NOTICE AND SERVICE THEREOF.** The service of any notice, letter or other communication shall be deemed to have been made by one of the contracting parties on the other party to the contract, when such letter, notice or other communication has been delivered to the legal office address of the addressee by a duly authorized representative of the addressor in person, or when such notice, letter or other communication has been sent by certified or

registered mail, return receipt requested, deposited in any regularly maintained mail box of the United States Postal Service in a properly addressed postpaid wrapper. The date of such service shall be considered to be the date of such personal delivery or, if by mail, on the earlier of the date actually received as evidenced by the signed return receipt, or three business days after mailing.

The address of the parties for purposes of notice shall be as set forth at the outset of this Agreement, unless otherwise changed, in writing, delivered in accordance with this section of the Agreement.

15. **EXECUTION IN COUNTERPART.** This Agreement may be executed by the Parties hereto in several counterparts, and each such counterpart shall be deemed to be an original and all of which constitute together but one and the same agreement.

16. **SECTION HEADINGS NOT CONTROLLING.** The section headings in this Agreement have been prepared for convenience of reference only and shall not control, affect the meaning of, or be taken as an interpretation of any provision of this Agreement.

17. **ADDITIONAL TERMS.** This Contract expressly incorporates and includes the General Terms made a part of the Request for Proposals annexed hereto and made a part hereof.

18. **AUTHORITY.** Each of the persons whose signatures appear on this Agreement represents that he/she has been duly authorized by appropriate action of entity which he/she represents to bind such entity to the terms and obligations set forth herein.

19. **ENTIRE AGREEMENT; AMENDMENT.** This Agreement constitutes the entire agreement and understanding of the Parties hereto, and supersedes all prior agreements and understandings, oral or written, between the Parties with respect to the subject of the Project. This Agreement may not be amended or modified, except by an instrument in writing signed by the Parties hereto.

20. **EXECUTION IN COUNTERPART.** This Agreement may be executed by the Parties hereto in several counterparts, and each such counterpart shall be deemed to be an original and all of which constitute together but one and the same agreement.

21. **SECTION HEADINGS NOT CONTROLLING.** The section headings in this Agreement have been prepared for convenience of reference only and shall not control, affect the meaning of, or be taken as an interpretation of any provision of this Agreement.

22. **AUTHORITY.** Each of the persons whose signatures appear on this Agreement represents that he/she has been duly authorized by appropriate action of entity which he/she represents to bind such entity to the terms and obligations set forth herein.

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

TOWN OF ORANGETOWN

CONTRACTOR

By: _____
Teresa Kenny, Supervisor

By: _____

**TOWN DEPARTMENT OF ENVIRONMENTAL MANAGEMENT AND
ENGINEERING**

By: _____
Eamon Reilly, P.E., Commissioner

**TOWN OF ORANGETOWN
TOWN ATTORNEY'S OFFICE**

By: _____
Robert V. Magrino, Town Attorney

DATE: May 5, 2020

WARRANT

Warrant Reference	Warrant #	Amount
Approved for payment in the amount of		
	042220	\$ 86,137.99
	042320	\$ 16,067.51
	050520	\$ 2,312,796.10
	Total	\$ 2,415,001.60

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

APPROVAL FOR PAYMENT

AUDITING BOARD

Councilman Gerald Bottari

Councilman Paul Valentine

Councilman Thomas Diviny

Councilman Denis Troy

Supervisor Teresa M. Kenny

**TOWN OF ORANGETOWN
FINANCE OFFICE MEMORANDUM**

TO: THE TOWN BOARD
FROM: JEFF BENCIK, *DIRECTOR OF FINANCE*
SUBJECT: AUDIT MEMO
DATE: 4/29/2020
CC: DEPARTMENT HEADS



The audit for the Town Board Meeting of 5/5/2020 consists of 3 warrants for a total of \$2,415,001.60.

The first warrant had 3 vouchers for \$86,137 and had the following items of interest.

1. Chair, Worker's Comp Board (p1) - \$17,475 for 1st Qtr payment.

The second warrant had 2 vouchers for \$16,067 and had the following items of interest

2. NYS Unemployment Insurance (p2) - \$12,947 for Town contribution to unemployment insurance 1Q2020.

The third warrant had 118 vouchers for \$2,312,796 and had the following items of interest.

3. Applied Golf (p2) - \$126,500 for Blue Hill management contract.
4. Applied Golf (p2) - \$59,500 for Broadacres management contract.
5. Arthur J. Gallagher (p3) - \$932,465 for insurance renewals.
6. Cotter, Michael (p16) - \$14,850 for CTR inspections.
7. Crown, Castle Fiber (p16) - \$6,470 for connectivity.
8. CSEA Employee Benefit Fund (p17) - \$30,728 for dental insurance.
9. Enviro-Master Services (p20) - \$5,618 for sanitizing Town buildings.
10. Hewitt Excavating (p24) - \$75,000 for River Road Sewer Repair (bonded).
11. Lothrop Associates (p28) - \$186,126 for Town Hall Project.
12. MetLife (p28) - \$13,198 for Police dental insurance.
13. NYS Dept. of Civil Service (p30) - \$743,749 for Health care insurance.
14. Rockland County Solid Waste Mgmt (p34) - \$5,411 for removal of solid waste.
15. Shannon Chemical Co. (p35) - \$16,170 for sewer chemicals.

16. Sprague Operating Resources (p37) - \$20,273 for fuel.

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

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