

**THE TOWN OF ORANGETOWN  
ADOPT-A-SPOT AGREEMENT  
(FOR COMMERCIAL SPONSOR)**

The Town of Orangetown, having offices at 26 W. Orangeburg Road, Orangeburg, New York, 10962, hereafter called the "Town" and the organization known as the following and using the mailing address of:

*Advanced Landscape Solutions*  
*6 Ladix Pl*  
*Pearl River, NY 10965*

Hereafter called the "ADOPTEE", recognize the need for and desirability of a more attractive and litter-free Town, hereafter known as the "SPOT", and are entering into this Agreement to enable the ADOPTEE to contribute toward the effort of maintaining the appearance of the SPOT. By signature below, the ADOPTEE acknowledges the hazardous nature of the activity and agrees to the following terms and conditions:

1. No participants' vehicles may be parked on the travel lanes or shoulders of a highway while engaged in clean-up activities/improvements without prior approval from the Town of Orangetown.
2. Activities permitted are of a maintenance nature, including, but not limited to litter pick-up, brush control and cutting, tree trimming and planting, and maintaining approved vegetation, except as modified by the Town Representative.
3. The ADOPTEE will organize and supervise all activities.
4. The ADOPTEE will organize and conduct a "safety briefing". Each day that that work is done in the adopted area, a designated safety person must review the safety checklist and have participants sign the safety signature sheet. The designated safety person's sole responsibility must be assuring the safety of the workers and the traveling public during maintenance activities at the SPOT. If requested, the Town will provide a representative to present the safety the safety briefing for the first meeting, and after that a designated person from the ADOPTEE shall conduct such briefings.
5. All participants must attend the safety briefing before participating in the field activity. The briefings should be held on-site to ensure that all participants are in attendance.
6. The ADOPTEE will provide for disposal of collected waste from location specified in the permit.
7. The ADOPTEE will conduct activities at a frequency which will enhance the attainment of the goal, which is to provide a park-like appearance within the adopted SPOT and fully comply with the above-mentioned "safety checklist." Except as modified by the Town

Representative, minimum frequency of pick-up within the SPOT is four (4) times a year with the first pickup occurring in the April-May "Spring Clean-Up" time period.

8. The ADOPTTEE will provide seventy-two (72) hour notice to the Town of Orangetown Supervisor's office as to when they are going to do any work on the SPOT. The ADOPTTEE will dispose of any and all debris that they collect, as per the instructions of the Town.
9. The ADOPTTEE participant will sign and date the "Adopt-A-Spot General Release" protecting the Town, to be kept on file in the Town Supervisor's Office for the duration of the time period designated in the application.
10. The Town will publicize the execution of this agreement and will highlight it at various periods thereafter.
11. The Town will furnish and erect Adopt-A-Spot signs at the adopted SPOT.
12. The Town will continue to apply it's assets in the maintenance of the SPOT.
13. This agreement shall be for a two year period commencing on \_\_\_\_\_, 20\_\_\_\_, and terminating at 12:01 a.m. on \_\_\_\_\_, 20\_\_\_\_\_.

Notwithstanding any other provision of this agreement, if in the sole judgment of the Town, it is determined that the ADOPTTEE is not meeting the terms and conditions of this Agreement, upon 30 days notice, or summarily if based upon unsafe activity, the Town may terminate this agreement as otherwise provided herein, and take such other action as it deems appropriate.

The Town recognizes the ADOPTTEE as the adopting organization for the SPOT, and the ADOPTTEE accept the responsibility of maintaining the attractive appearance of the adopted facility and of promoting a litter free environment in the community for the term of this agreement.

The relationship of the ADOPTTEE to the Town arising out of this agreement shall be that of an independent contractor. Any and all members or employees of the ADOPTTEE under this agreement, shall be considered agents of the ADOPTTEE, and all claims arising under the workers compensation law of the State of New York on behalf of said employees while so engaged, in any act or omission on the part of the ADOPTTEE employees while so engaged in any of the work or services provided to rendered herein, shall be the sole obligation and responsibility of the ADOPTTEE. The ADOPTTEE shall secure worker's compensation insurance, for the benefit of, and keep insured during the life of this agreement, such ADOPTTEE employees engaged therein, as are required to be insured by the provisions of the worker's compensation law.

The ADOPTTEE will, at its own expense and during the term of the Adopt-A-Spot program, maintain comprehensive general liability insurance in the amount of one million dollars combined single limit name the Town of Orangetown as an additional named insured.

Said policy shall expressly require 30 days written notice to the Town of Orangetown of the cancellation or material alteration of said policy and the certificate of insurance shall so provide.

The ADOPTEE hereby agrees to defend, indemnify, save and hold harmless the Town of Orangetown, and all other agents and employees from any and all claims, demands, actions, or cause of action or whatsoever nature or character arising out of or by reason of the execution or performance of work and services provided for herein, including all reasonable expenses incurred by the Town of Orangetown from said claims and further agrees to defend at its own cost and expense any action or proceed commencement for the purpose of asserting any claim whatsoever character arising hereunder.

Advanced Landscape  
NAME OF ADOPTEE

X Michael Muchoe  
ADOPTEE PRESIDENT

Michael Muchoe  
President (Name) (Please Print)

Teresa M. Kenny  
Town Representative  
Supervisor, Town of Orangetown

(845) 359-5100  
Department Representative  
Daytime Telephone Number

# ACKNOWLEDGEMENT

STATE OF NEW YORK )

SS.

COUNTY OF ROCKLAND )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said state, personally appeared **TERESA M. KENNY**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

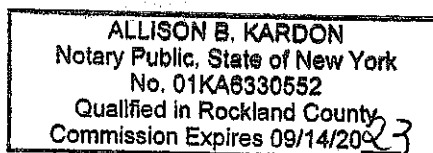
STATE OF NEW YORK )

SS.

COUNTY OF ROCKLAND )

On the 12<sup>th</sup> day of May, 2020, before me, the undersigned, a Notary Public in and for said state, personally appeared Michael Mucke personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which individual acted, executed the instrument.

Allison B. Kardon  
Notary Public



**TOWN OF ORANGETOWN  
ADOPT-A-SPOT  
DAILY WORK PARTY SIGN OFF FORM**

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

Club Name: Advanced Landscape Solutions

Club Safety Representative: Michael Muchoe

- ☐ No work will begin until ALL signs and cones are in place.
- ☐ No crossing of pavement when traffic would have to slow down or accommodate crossing.
- ☐ Do not park on the Right-of-Way.
- ☐ All workers will wear a hard hat, proper footwear, long pants, and a safety vest or orange shirt.
- ☐ Proper eye and hearing protection shall be worn when appropriate.
- ☐ The Right-of-Way must be cleared of litter ahead of any mowing or mechanical brush operation.
- ☐ When mowing adjacent to pavement, grass or debris shall not be thrown on pavement or into traffic.
- ☐ When working close to the road way, always have one person watching traffic; work shall progress facing traffic.
- ☐ No work shall be done on pavement or shoulders.
- ☐ Stop working in inclement weather.
- ☐ Do not remove hazardous substances-**NOTIFY HIGHWAY DEPARTMENT.**

REMEMBER-You are working in a potentially dangerous environment.

I have read and will follow the above Safety Rules:

X Michael Muchoe

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**TOWN OF ORANGETOWN  
ADOPT-A-SPOT  
GENERAL RELEASE**

KNOW ALL MEN BY THESE PRESENTS, that I,

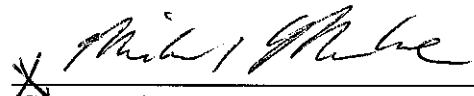
Michael J Muchoe (Participant's Name)

6 Ladik Pl (Street Address)

Pearl River N.Y. 10965 (Town, State, Zip)

in consideration of \$1.00 payment which is hereby waived, and other good and valuable consideration given by the Town of Orangetown, for myself and my representative in any capacity, release and discharge the Town of Orangetown, its officers and employees their representatives, successors and assigns, from all causes of action, controversies, claims, judgments or liabilities I may now have or may hereafter have against said Town and its officers and employees arising out of my participation in the Adopt-A-Spot Program developed by the Town of Orangetown Town Board pursuant to Resolution \_\_\_\_\_ of \_\_\_\_\_.

IN WITNESS WHEREOF, I have executed this release on 4/14/20 (Date).

  
(Signature)

Michael Muchoe  
(Print Name of Signatory)

**(Please submit a copy for each member)**

**TOWN OF ORANGETOWN  
ADOPT-A-SPOT  
DATA SHEET**

ADOPTEE Name: Advanced Landscape Solutions

Address: 6 Ladik Place, Pearl River, NY 10965

1<sup>st</sup> Contact Person: Michael Muchoe

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

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

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone:

Cell (845) 826-3565

Home ( ) \_\_\_\_\_

Work ( ) \_\_\_\_\_

Work ( ) \_\_\_\_\_

SPOT LOCATION: (Street name, nearest cross streets, house numbers (if known)  
closest landmarks, if any)

Corner of Gilbert and Veterans Highway

Number of ADOPTEE Participants: 3

Dates of Commitment: \_\_\_\_\_ to \_\_\_\_\_

Attach ADOPTEE Charter (if Available)

**TOWN OF ORANGETOWN  
ADOPT-A-SPOT  
PROTOCOL  
(FOR COMMERCIAL SPONSOR)**

1. Volunteer ADOPT-EEs or organization shall apply to the Town of Orangetown for participation in the ADOPT-A-Spot Program by submitting a completed ADOPT-A-SPOT Data Sheet.
2. If the proposed SPOT is deemed appropriate for the Program by the Town Supervisor of Orangetown, all acceptable applicants shall be referred to the Town Board for screening and approval for participation in the Town of Orangetown ADOPT-A-SPOT Program.
3. Upon screening and approving said applicants, the Town of Orangetown shall forward copies of:
  - a. A Town of Orangetown Adopt-A-Spot Agreement indicating the applicant ADOPT-EE has been screened and approved.
  - b. Adopt-A-Spot Program general releases signed by each ADOPT-EE member participating in the program.
4. The Supervisor of the Town of Orangetown shall review the Agreements, and upon approval of same forward the Agreements to the Town Board for official ratification.
5. The Adopt-A-Spot Program will be administered by the Town of Orangetown after final ratification of agreements by the Town Board.





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/16/2020

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

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

<b>PRODUCER</b> Cameron Group, Inc. 55 Old Turnpike Rd, Suite 602 Nanuet, NY 10954 Cameron Group Inc.	<b>845-627-2130</b>	<b>CONTACT NAME:</b> Cameron Group Inc.
		<b>PHONE (A/C, No, Ext):</b> 845-627-2130 <b>FAX (A/C, No):</b>
		<b>E-MAIL ADDRESS:</b> donna@cameroninsurancegroup.com
<b>INSURED</b> Wiecke's Lawn & Landscaping Inc 6 Ladik Place Pearl River, NY 10965	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Utica First Insurance Company <b>NAIC #</b> 15326	
	<b>INSURER B:</b> Merchants Insurance Company <b>23329</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			ART511460401	05/11/2019	05/11/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAP1071243	05/17/2019	05/17/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 300,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below.		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

## CERTIFICATE HOLDER

## CANCELLATION

TOWNOFO

Town of Orangetown  
Building Dept  
26 West Orangeburg Road  
Orangeburg, NY 10962

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



# CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

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

1a. Legal Name & Address of Insured (use street address only) WIECKE'S LAWN & LANDSCAPING INC DBA ADVANCE LANDS  6 LADIK PLACE PEARL RIVER, NY 10965  <small>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</small>	1b. Business Telephone Number of Insured 845-641-6903  1c. Federal Employer Identification Number of Insured or Social Security Number 264379640
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) TOWN OF ORANGETOWN BUILDING DEPT 26 WEST ORANGEBURG ROAD ORANGEBURG NY 10962	3a. Name of Insurance Carrier ShelterPoint Life Insurance Company  3b. Policy Number of Entity Listed in Box "1a" DBL412303  3c. Policy effective period 07/19/2019 to 07/18/2021


4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.  
☐ B. Disability benefits only.  
☐ C. Paid family leave benefits only.

5. Policy covers:

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

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

Date Signed 3/16/2020 By   
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

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

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

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

### State of New York Workers' Compensation Board

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

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

Telephone Number \_\_\_\_\_ Name and Title \_\_\_\_\_

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





New York State Insurance Fund

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

| nysif.com

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

\*\*\*\*\* 264379640  
CAMERON GROUP INC  
55 OLD TURNPIKE RD SUITE 602  
NANUET NY 10954



SCAN TO VALIDATE  
AND SUBSCRIBE

**POLICYHOLDER**

WIECKE'S LAWN & LANDSCAPING INC  
DBA ADVANCE LANDSCAPE SOLUTION  
PO BOX 394  
CONGERS NY 10920

**CERTIFICATE HOLDER**

TOWN OF ORANGETOWN  
BUILDING DEPT  
26 WEST ORANGEBURG ROAD  
ORANGEBURG NY 10962

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
W2285 566-2	961588	07/22/2019 TO 07/22/2020	3/16/2020

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2285 566-2, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

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

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

PRESIDENT  
MICHAEL MUCHOE  
VICE PRESIDENT  
MICHAEL HREBIK  
WIECKE'S LAWN & LANDSCAPING INC 2/2

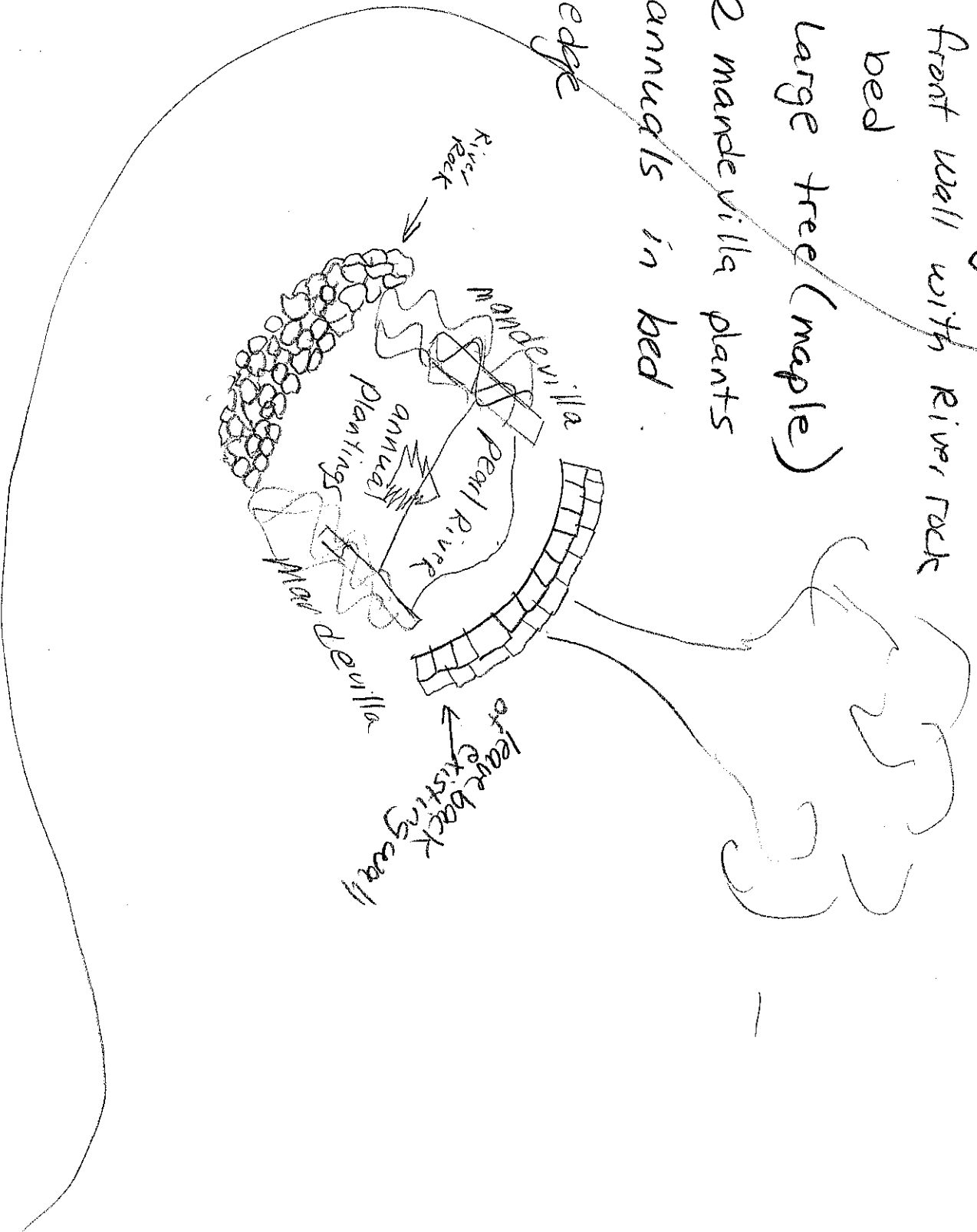
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 832654230

- Remove 2 side evergreens.
- Remove front of wall
- Leave center evergreen
- Replace front wall with river rock
- mulch bed
- Trim large tree (maple)
- Plant 2 mandevilla plants
- Plant annuals in bed
- Mow + edge



Advanced Landscape Solutions  
 Mike Muchoe  
 (845) 826-3565



# SUNRISE MEDICAL LABORATORIES

*A Sonic Healthcare Company*

08 May 2020

Town of Orangetown  
26 West Orangeburg Road  
Orangetown, New York 10962

Dear Sirs or Mesdames:

This letter will confirm the agreement ("Agreement") between the Town of Orangetown ("Orangetown") and Sunrise Medical Laboratories, Inc. ("Sunrise"), under which Sunrise will be providing laboratory services for employees and first responders of Orangetown upon the following terms:

1. Sunrise agrees to perform the following clinical laboratory testing services for Orangetown as may be requested by authorized Orangetown personnel:

Sunrise Test No.	Description	CPT-4 Code	Fee
26500	SARS-CoV-2 PCR	87635	\$100.00
26560	SARS-CoV-2 IgG	86769	\$ 42.13

Orangetown shall furnish to Sunrise in connection with each such order, all patient and other demographics that Sunrise shall require in order to bill Insurers (as hereinafter defined) and to report the results of such testing through the New York State Electronic Clinical Laboratory Reporting System. The results of all such testing shall be provided to the physician ordering the tests.

The parties agree this is a non-exclusive agreement as to both Sunrise and Orangetown.

2. As compensation for laboratory testing services rendered by Sunrise upon reference by Orangetown under this Agreement, Sunrise shall bill the health insurance plan or other third party payors ("Insurers") for the patients tested; provided, however, that if, and to the extent, Sunrise is not reimbursed by the respective Insurers, Sunrise will bill the patients directly.

3. Orangetown represents, warrants and covenants that, neither it, nor any physician or other authorized health care practitioner who orders any of the testing services to be provided by Sunrise hereunder, has been, or will have been at the time such services are ordered: (i) convicted of a criminal offense that falls within the ambit of 42 USC 1320a-7(a), or (ii) excluded, debarred, suspended or otherwise ineligible to participate in any Federal or State health care programs or in Federal or State procurement or non-procurement programs.

4. This Agreement shall be for a term of ninety (90) days, commencing on 08 May 2020. Following the initial term, the term of this Agreement shall automatically be renewed for successive 90-day terms. Notwithstanding the foregoing, either Sunrise or Orangetown may terminate this Agreement at any time, with or without cause, by giving to the other party thirty (30) days' prior written notice. This Agreement also may be terminated upon ten (10) days' prior written

notice by Sunrise to Orangetown for non-payment by Orangetown of Sunrise's fees in accordance with the terms and provisions of paragraph 2 hereof.

5. Upon the written request of the United States Secretary of Health and Human Services or any of its duly authorized representatives, Sunrise will make available those contracts books, documents and records necessary to verify the nature and extent of the cost of providing its services under this Agreement. Such inspection will be available up to four (4) years after the rendering of such services. If Sunrise carries out any of its duties under this Agreement through a subcontract with a value of \$10,000 or more over a twelve (12) month period with a related individual or organization, Sunrise will include this requirement in any such contract. This section is included pursuant to, and is governed by, the requirements of Section 952 of Public Law 96-499 (Section 1861(v) (1) of the Social Security Act) and the regulations promulgated there under. No attorney-client, accountant-client or legal privilege will be deemed to have been waived by Orangetown or Sunrise by virtue of this Agreement.

6. Except as otherwise agreed to by the parties, the parties agree that clinical records of patients related to the ordering of laboratory tests (collectively the "Patient Data") shall be regarded as confidential and both parties shall comply with all applicable federal and state laws and regulations regarding the use and disposition of such Patient Data, including, without limitation, the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and regulations promulgated thereunder.

7. Sunrise and Orangetown shall maintain adequate professional and general liability insurance and such other insurance coverages as are reasonable and customary in the industry. Each party shall, upon written request of the other party, promptly provide satisfactory evidence of such coverage.

8. This Agreement shall be construed in accordance with the laws of the State of New York.

9. The prevailing party in any action or proceeding arising under this Agreement, including any action or proceeding for fees payable to Sunrise hereunder, shall be entitled to reimbursement of all costs leading up to and incurred in such proceeding, including collection activities, reasonable attorneys' fees and costs of collection on any judgment.

10. None of the provisions of this Agreement are intended to create, nor shall they be deemed or construed to create any relationship between the parties hereto other than that of independent entities contracting solely for the purposes of effecting the provisions of this Agreement. Neither party shall be construed to be the partner, employee or representative of the other.

11. Either party's waiver or failure to take action with respect to the other party's failure to comply with any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to insist on future compliance with such term or provision.

12. All notices permitted or required by this Agreement will be deemed given when in writing and delivered personally, or by private courier service, or deposited in, the United States mail, postage prepaid, return receipt requested, addressed to the other party at the address set forth in this Agreement.

Please confirm that the foregoing accurately sets forth the terms and provisions of our agreement by signing and returning to Sunrise a copy of this letter provided for such purpose, whereupon, this letter shall constitute a valid and legally-binding agreement between us.

Very truly yours,

**Sunrise Medical Laboratories, Inc.**

By: \_\_\_\_\_  
William H. Crawford, Jr.  
Vice President-Sales and Marketing

**ACCEPTED AND AGREED TO:**

**Town of Orangetown**

By: \_\_\_\_\_  
Name:  
Title:



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

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

Geraldine N. Tortorella  
Adam L. Wekstein

Noelle C. Wolfson  
Henry M. Hocherman, Retired

May 6, 2020

*Via Electronic Mail (supervisor@orangetown.com)*

Hon. Teresa M. Kenny, Esq., Supervisor  
and Members of the Town Board  
Town of Orangetown  
Town Hall  
26 Orangeburg Road  
Orangeburg, New York 10962

Re: *Application of FB Orangeburg, LLC for Release of Bond No. 0358608 for  
Automotive Storage Facility on Property Known as 5 Greenbush Road,  
Section 74.15, Block 1, Lot 2 on the Orangetown Tax Map*

Dear Supervisor Kenny and Members of the Town Board:

In 2003, an entity known as "FB Orangeburg, LLC" filed a bond with the Town in connection with plans to improve the property known as 5 Greenbush Road (the "Property") for an Automotive Storage Facility. A copy of the original Bond is attached for your information (the "Automotive Storage Bond"). The Automotive Storage Facility was never constructed on the Property but the Bond is still being held by the Town. We are writing to request that the Town Board release the Automotive Storage Bond.

For your information, a separate Bond (Bond No. 0688003), in the amount of \$167,332.00, issued by International Fidelity Insurance Company, was posted with the Town pursuant to approvals to construct a storage and warehouse building (commonly known as "Orangetown Commerce Center") on the Property, and is still being held by the Town.

Kindly schedule this request for release and return of the Automotive Storage Bond (Bond No. 0358608) for the Town Board's next available work session and regular meeting and advise us if an appearance is required.

Respectfully submitted,

Hocherman Tortorella & Wekstein, LLP

By:   
Geraldine N. Tortorella

GNT:hc  
Enclosure



Hon. Teresa M. Kenny, Esq., Supervisor  
and Members of the Town Board  
May 6, 2020  
Page 2

cc: *(via electronic mail with enclosure)*  
Hon. Rosanna Sfraga, Town Clerk ([TownClerk@orangetown.com](mailto:TownClerk@orangetown.com))  
Jane Slavin, R.A. Director of the Office of Buildings,  
Zoning, Planning, Administration and Enforcement ([OBZPAE@orangetown.com](mailto:OBZPAE@orangetown.com))  
Robert Magrino, Esq., Town Attorney ([RMagrino@orangetown.com](mailto:RMagrino@orangetown.com))  
Mr. Richard Birdoff  
Mr. Roger Hirshhorn  
Alfred Rossi, P.E.

S:\# MATTERS\Birdoff 0163\BF Orangetown - Orangetown Com. Ctr. 008\Letters\Town Board Kenny 5-6-20 Bond Release Automotive Storage Facility.docx

## INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE  
ONE NEWARK CENTER, 20th FLOOR  
NEWARK, NEW JERSEY 07102  
201-624-7200  
FAX # 201-643-7116



MAILING ADDRESS  
P.O. BOX 56  
NEWARK, NEW JERSEY 07101

Amount: \$ 127,572.00

Bond No. 0358608

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS THAT WE,  
FB Orangeburg, LLC., C/O RD Management Corp., 810 Seventh Avenue, 28<sup>th</sup> Floor, New York, N.Y.  
10019 as Principal and Jay Furman and Richard Birdoff as Co-Principals and  
**INTERNATIONAL FIDELITY INSURANCE COMPANY**, A New Jersey corporation authorized to do  
business in the State of New York with its main bonding office at One Newark Center, 20th Floor,  
Newark, New Jersey as Surety, are held and firmly bound unto the

TOWN OF ORANGETOWN

as Obligee, in the full and just sum of

ONE HUNDRED TWENTY-SEVEN THOUSAND FIVE HUNDRED SEVENTY-TWO AND 00/100  
DOLLARS

(\$ 127,572.00) lawful money of the United States, to the payment of which sum, well and truly to  
be made, the Principal and the Surety bind themselves, their successors and assigns, jointly and  
severally, firmly by these presents.

**SIGNED, SEALED AND DATED THIS** 29                      day of April                      2003

**WHEREAS**, the Principal has entered into an agreement with the  
TOWN OF ORANGETOWN

that the Principal will construct, install and complete the improvements                      as Obligee, guaranteeing

at certain land known as ORANGEBURG AUTOMOTIVE STORAGE FACILITY per the engineer's  
estimate prepared by Robert J. Beckerle, P.E., dated March 21, 2003 which is made a part hereto  
all of which improvements shall be maintained and completed on or before April 29, 2005.

## INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE  
ONE NEWARK CENTER, 20th FLOOR  
NEWARK, NEW JERSEY 07102  
201-624-7200  
FAX # 201-643-7116



MAILING ADDRESS  
P.O. BOX 56  
NEWARK, NEW JERSEY 07101

**NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH,** that if the Principal shall carry out all the terms of said agreement and perform all the work as set forth therein, all within the time set forth in said agreement, then this obligation shall be null and void; otherwise to remain in full force and effect. **FURTHERMORE,** the rights of the obligee hereunder are exclusive to it and the surety shall have no obligation hereunder to any person or entity other than the named obligee herein. The rights of such obligee are not assignable.

ATTEST:

*Burtan Taronin*

PRINCIPAL: FB Orangeburg, LLC

BY:

*[Signature]*

ATTEST:

*Burtan Taronin*

BY:

*[Signature]* Co-Principals  
Jay Furman

ATTEST:

*Hil Conner*

BY:

*[Signature]*  
Richard Birdoff

ATTEST:

*[Signature]*

Surety: International Fidelity Insurance Company

BY:

*Maria F. Rodriguez*  
Maria F. Rodriguez - Attorney-in-fact

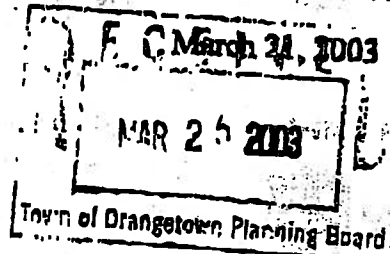


# Department of Environmental Management and Engineering Town of Orangetown

Robert J. Beckerle, P.E.  
Director

Route 903 Orangetown New York 10962  
Tel: (845) 358-6502 • Fax: (845) 358-6951

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



Re: Performance Bond  
Orangetown Automotive Storage Facility

(YY-MM-Section:Block:Lot)  
Tracking # 03-04-74-15-1-2

Gentlemen:

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

<u>ITEM</u>	<u>COST</u>
Suburban Street	\$ 13,350.00
Shoulder	19,900.00
Curbing	27,400.00
Monuments	450.00
Iron pins	250.00
As-Builts	<u>3,600.00</u>
Storm Drainage system	<u>21,150.00</u>
Soil Erosion Control	<u>19,910.00</u>
Sanitary Sewer System	<u>300.00</u>
<u>Sub-Total</u>	<u>\$106,310.00</u>
Administrative Close-out (20% of Sub Total)	\$ 21,262.00
<u>Total Bond =</u>	<u>\$127,572.00</u>
Inspection Fee (3% of Sub Total)	\$ 3,189.30
to be submitted to this Department prior to onset of construction.	
Further, all bonds are to conform to current town regulations.	

Very truly yours,

Robert J. Beckerle, P.E.  
Director



Surety Bonds Since 1904

**International Fidelity**  
INSURANCE COMPANY

FHA NO. 33

One Newark Center  
Newark, New Jersey 07102  
(973) 624-7200

27: 01

## NEW JERSEY SURETY DISCLOSURE STATEMENT AND CERTIFICATE

pursuant to N.J.S.A. 2A:44-14

(for use when surety has a Certificate from the U.S. Department of the Treasury in accordance with 31 U.S.C. s9305)

INTERNATIONAL FIDELITY INSURANCE COMPANY surety on the attached bond hereby certifies the following:

(1) The surety meets the applicable capital and surplus requirement of R.S. 17:17-6 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety participating in the issuance of the attached bond is in the following amounts as of the calendar year ended December 31, 2001, which amounts have been certified by Ernst & Young, L.L.P. 787 Seventh Avenue, New York, New York 10019 and are included in the Annual Statement on file with the New Jersey Department of Insurance, 201 West State Street, Trenton, New Jersey.

INTERNATIONAL FIDELITY INSURANCE COMPANY

\$33,614,898

(3) With respect to each surety participating in the issuance of the attached bond that has received from the United States Department of the Treasury a certificate of authority pursuant to 31 U.S.C.s9305, the underwriting limitation established therein on July 1, 2002 is as follows:

INTERNATIONAL FIDELITY INSURANCE COMPANY

\$ 3,361,000

(4) The amount of the bond to which this statement and certification is attached is \$ 127,572.00

(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in item (3) above, then for each such contract of reinsurance:

(a) The name and address of the reinsurer under that contract if applicable, and the amount of that reinsurer's participation in the contract is: N/A

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5) (a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243 (c.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

## CERTIFICATE

(to be completed by an authorized certifying Agent or Attorney-in-Fact for each surety on the bond)

I, Maria F. Rodrigues, as Attorney-in-Fact for International Fidelity Insurance Company

an insurance company domiciled in the State of New Jersey, DO HEREBY CERTIFY that, to the best

of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those

states made by me are false, this bond is VOIDABLE.

Maria F. Rodrigues  
(Signature)  
Maria F. Rodrigues  
(Printed Name)

Attorney-in-Fact  
(Title)

April 29, 2003  
(Date)

Individual  
Acknowledgement

State of New York  
County of New York } ss.

On this 14th day of May, 2003, before me personally came  
Jay Furman  
and known to me to be the individual described in, and who executed the foregoing instrument, and acknowledged to me that he executed the same.

Notary Public, State of New York  
No. 41-3785730

My commission expires 5-31-07 in Queens County  
in New York County  
Commission Expires

Jean T. Spencer  
Notary Public

Firm  
Acknowledgement

State of New York  
County of New York } ss.

On this 14th day of May, 2003, before me personally came  
Jay Furman  
to me known and known to me

to be a member of the firm of FB Orangeburg, LLC  
described in and who executed the foregoing instrument, and thereupon acknowledged to me that he executed the same as and for the act and deed of said firm.

Notary Public, State of New York  
No. 41-3785730

My commission expires 5-31-07 in Queens County  
in New York County  
Commission Expires

Jean T. Spencer  
Notary Public

Corporation  
Acknowledgement

State of New York  
County of New York } ss.

On this 14th day of May, 2003, before me personally came  
Jay Furman and Richard Birdoff  
to me known,

who being by me duly sworn, did depose and say that <sup>they</sup> he is the co-principals

of FB Orangeburg, LLC  
the corporation described in and which executed the above instrument; that he knows the seal of said corporation; the the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Notary Public, State of New York  
No. 41-3785730

My commission expires 5-31-07 in Queens County  
in New York County  
Commission Expires

Jean T. Spencer  
Notary Public

Surety  
Acknowledgement

State of New Jersey  
County of Union } ss.

On this 29th day of April, 2003, before me personally came  
Maria F. Rodrigues  
to me known, who, being by me duly sworn, did depose and say that

he is attorney-in-fact of International Fidelity Insurance Company  
the corporation described in and which executed the above instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

JOANN R. SANTOS  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Aug. 22, 2005

My commission expires

Joann R. Santos  
Notary Public

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

22

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2002

ASSETS

Bonds (Amortized Value) .....	\$32,310,136
Preferred Stocks .....	1,043,100
Common Stocks (Market Value) .....	6,333,605
Mortgage Loans on Real Estate .....	2,207,593
Real Estate .....	32,000
Cash & Bank Deposits .....	14,645,939
Short Term Investments .....	2,503,721
Unpaid Premiums & Assumed Balances .....	1,395,808
Reinsurance Recoverable on Loss Payments .....	1,738,499
Electronic Data Processing Equipment .....	169,354
Interest & Dividends Due and Accrued .....	737,126
Federal & Foreign Income Tax Recoverable .....	750,000
Funds Held in Escrow Accounts .....	14,746,773
Collateral Funds Held Under Contract .....	(14,746,773)
Other Assets .....	<u>491,327</u>
TOTAL ASSETS .....	<u>64,358,208</u>

LIABILITIES, SURPLUS & OTHER FUNDS


Losses (Reported Losses Net as to Reinsurance Ceded and Incurred But Not Reported Losses) .....	\$10,163,690
Loss Adjustment Expenses .....	4,184,041
Contingent Commissions & Other Similar Charges .....	375,658
Other Expenses (Excluding Taxes, Licenses and Fees) .....	359,831
Taxes, Licenses & Fees (Excluding Federal Income Tax) .....	781,587
Federal & Foreign Income Taxes .....	249,000
Unearned Premiums .....	13,469,318
Ceded Reinsurance Premiums Payable .....	2,411,149
Funds Held by Company Under Reinsurance Treaties .....	4,011
Amounts Withheld by Company for Account of Others .....	189,593
Liability for Unauthorized Reinsurance .....	956,740
Other Liabilities .....	<u>2,050</u>
TOTAL LIABILITIES .....	<u>33,146,668</u>
Common Capital Stock .....	\$1,500,000
Gross Paid-in & Contributed Surplus .....	374,600
Unassigned Funds (Surplus) .....	<u>29,336,940</u>
Surplus as Regards Policyholders .....	<u>31,211,540</u>
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS ...	<u>64,358,208</u>

I, Francis L. Mitterhoff, President of INTERNATIONAL FIDELITY INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2002, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of New Jersey.



IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 21st day of February, 2003.

INTERNATIONAL FIDELITY INSURANCE COMPANY

  
President



# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR  
NEWARK, NEW JERSEY 07102-5207

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

**JEROME N. WALDOR, MARC N. WALDOR, PETER R. WALDOR, ROBERT P. KANE, MARIA F. RODRIGUES**

**Florham Park, NJ.**

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

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,

(2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 31st day of August, A.D. 1998.

STATE OF NEW JERSEY  
County of Essex

INTERNATIONAL FIDELITY INSURANCE COMPANY

*Robert P. Kane*  
Vice-President

On this 31st day of August 1998, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



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

*Jose A. Marquez, Jr.*

A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Nov. 21, 2005

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 29th day of April, 2003.

*Maria H. Branco*  
Assistant Secretary



**Recommendation to the Town Board**

**Establish the Value and Term of  
The Performance Bond  
Orangeburg Automotive Storage Facility  
Site Plan**

**PB #03-47  
April 9, 2003  
Page 1 of 2**

TO: Donald Brenner  
4 Independence Ave.  
Tappan, NY 10983

FROM: Orangetown Planning Board

RE: An Application of FB Orangetown LLC, owner, for a Recommendation to the Town Board to Establish the Value and Term of the Performance Bond for a proposed site to be known as "**Orangeburg Automotive Storage Facility Site Plan**", in accordance with Article 16 of the Town Law of the State of New York, the Land Development Regulations of the Town of Orangetown and Chapter 21A of the Code of the Town of Orangetown. The site is located at 5 Greenbush Road, Orangeburg, Town of Orangetown, Rockland County, New York and as shown on the Orangetown Tax Map as Section 74.15 Block 1, Lot 2 in the LI zoning district.

Heard by the Planning Board of the Town of Orangetown at a meeting held April 9, 2003, at which time the Board made the following determination:

Donald Brenner appeared and testified for the applicant.

The Board received the following communications:

1. Project Review Memo dated April 2, 2003.
2. An Interdepartmental memorandum from the Town of Orangetown Department of Environmental Management and Engineering (DEME), Town of Orangetown, signed by Robert Beckerle, P.E., Director, dated March 21, 2003.

The Performance Bond was discussed.

The Board made a motion to close the Public Hearing portion of the meeting. The foregoing Resolution was made and moved by Timothy Hopkins seconded by Anthony Iurica and carried as follows: Bruce Bond, aye, Timothy Hopkins, aye; John Foody, aye; Alfred Rossi, recused; Bruce Bond, aye, Suzanne Barclay, aye, Anthony Iurica, aye, and Robert Dell, aye.

**RECOMMENDATION:** In view of the foregoing, the Planning Board Recommends to the Town Board that the value and term of the Performance Bond be established in accordance with the attached interdepartmental memorandum from the Department of Environmental Management and Engineering, Town of Orangetown, dated March 21, 2003, signed by Robert J. Beckerle, P.E., Director. The term of the Performance Bond shall not exceed

APR 10 2003

APR 12 2003

APR 10 2003

Page 2 of 2  
Establish the Value and Term of  
The Performance Bond  
Orangeburg Automotive Storage Facility  
Site Plan

PB #03-47  
April 9, 2003

two (2) years, as set forth in Section 21A-10 of the Town of Orangetown Town Code, which term was fixed by the Planning Board to terminate on April 9, 2005, unless extended by consent of the Planning Board.

ITEM	COST
Suburban Street	\$ 13,350.00
Shoulder	19,900.00
Curbing	27,400.00
Monuments	450.00
Iron Pins (lots)	250.00
As-Built Drawings	3,600.00
Storm Drainage System	21,150.00
Soil Erosion Control	19,910.00
Sanitary Sewer System	300.00
Sub-Total	\$106,310.00
Administrative	\$ 21,262.00
Close-out (20% of Sub Total)	
<b>TOTAL BOND</b>	<b>\$ 127,572.00</b>

The interdepartmental memorandum from the Department of Environmental Management and Engineering, Town of Orangetown, dated March 21, 2003, signed by Robert Beckerle, P.E., Director, stipulated the inspection fee (3% of the subtotal bond amount) to be \$3,189.30. The inspection fee shall be submitted to the Department of Environmental Management and Engineering prior to onset of construction.

The foregoing Resolution was made and moved by Timothy Hopkins seconded by John Foody and carried as follows: Bruce Bond, aye; Timothy Hopkins, aye; John Foody, aye; Alfred Rossi, recused; Suzanne Barclay, aye; Anthony Jurica, aye; and Robert Dell, aye.

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

Dated: April 9, 2003

Planning Board

BY: 

perfect Doc. pg 10-11

Distribution:

Planning Board

OBZPAE

Env. Mgt. Eng.

LMS

Supervisor

10-10-03-110-1101

RC Planning RC Drainage RC Highway

Town Board Assessor

Town Attorney

02-20 12 AM 03

10-10-03-110-1101

INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE  
ONE NEWARK CENTER, 20th FLOOR  
NEWARK, NEW JERSEY 07102  
201-624-7200  
FAX # 201-643-7116



MAILING ADDRESS  
P.O. BOX 56  
NEWARK, NEW JERSEY 07101

Amount: \$ 127,572.00

Bond No. 0358608

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS THAT WE,  
FB Orangeburg, LLC., C/O RD Management Corp., 810 Seventh Avenue, 28<sup>th</sup> Floor, New York, N.Y.  
10019 as Principal and Jay Furman and Richard Birdoff as Co-Principals and  
INTERNATIONAL FIDELITY INSURANCE COMPANY, A New Jersey corporation authorized to do  
business in the State of New York with its main bonding office at One Newark Center, 20th Floor,  
Newark, New Jersey as Surety, are held and firmly bound unto the

TOWN OF ORANGETOWN

as Obligee, in the full and just sum of

ONE HUNDRED TWENTY-SEVEN THOUSAND FIVE HUNDRED SEVENTY-TWO AND 00/100  
DOLLARS

(\$ 127,572.00) lawful money of the United States, to the payment of which sum, well and truly to  
be made, the Principal and the Surety bind themselves, their successors and assigns, jointly and  
severally, firmly by these presents.

SIGNED, SEALED AND DATED THIS 29 day of April 2003

WHEREAS, the Principal has entered into an agreement with the  
TOWN OF ORANGETOWN

as Obligee, guaranteeing  
that the Principal will construct, install and complete the improvements

at certain land known as ORANGEBURG AUTOMOTIVE STORAGE FACILITY per the engineer's  
estimate prepared by Robert J. Beckerle, P.E., dated March 21, 2003 which is made a part hereto  
all of which improvements shall be maintained and completed on or before April 29, 2005.

**Town of Orangetown PRC Report:**

Attendees: L.Holms, M. Bettmann, J.Dean, B. Peters, R. Rose, D. Sullivan, L.Kayser

**Planning Board Meeting of April 9, 2003**

**PB #03-05: Pearl Mont Site Plan:**

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

**PB #03-43: Lo gerfo Site Plan- Critical Environmental Area:**

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

**PB #03-44: Maier Site Plan- Critical Environmental Area:**

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

**PB #03-45: Tri-Bee Site Plan (Dexter Plaza Site Plan):**

1. The applicant shall submit As-Builts or certification from a P.E. that the wall was adequately designed.

**PB #03-46: Greek Orthodox Community of Rockland County Site Plan – Performance Bond Recommendation to Town Board:**

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

**PB #03-47: Orangeburg Automotive Storage Facility Site Plan – Performance Bond Recommendation to Town Board:**

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

**PB #03-48: Orangeburg Wholesale Warehouse Facility Site Plan – Performance Bond Recommendation to Town Board:**

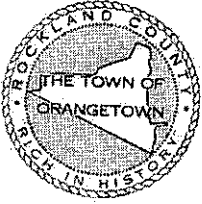
1. The PRC has no additional comments beyond the comments submitted by other agencies for this project.

**PB #03-49: USA Construction Site Plan:**

1. The location of the doors on the northwest corner of the building shall be shown on the site plan.

**PB #03-50: JJTR Site Plan – Critical Environmental Area:**

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

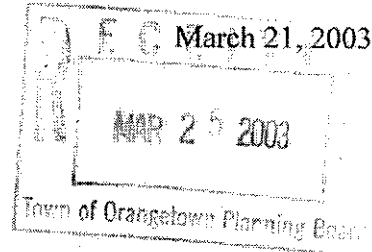


## Department of Environmental Management and Engineering Town of Orangetown

Robert J. Beckerle, P.E.  
Director

Route 303 Orangeburg New York 10962  
Tel: (845) 359-6602 • Fax: (845) 359-6951

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



**Re: Orangeburg Automotive Storage Facility**


**PB# 02-128**

Gentlemen:

This Department has the following comments/ recommendations.

1. The drainage calculations that were submitted (last updated 9/10/02) are acceptable.
2. The soil erosion and sediment control plans and details, last updated 3/21/03, are acceptable.
3. All of this Department's previous comments/ recommendations have been addressed/ satisfied.

Very truly yours,

  
Robert J. Beckerle, P.E.  
Director

RJB/bp

cc: Highway file  
Sewer file



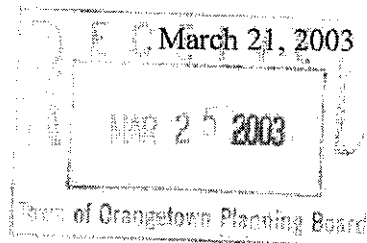
4-9-03 Pkg Bcd

## Department of Environmental Management and Engineering Town of Orangetown

Robert J. Beckerle, P.E.  
Director

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

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



**Re: Performance Bond**  
**Orangeburg Automotive Storage Facility**

**(YY-MM-Section:Block:Lot)**  
**Tracking # 03-04-74.15:1:2**

Gentlemen:

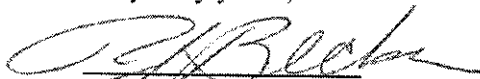
The Department's bonding requirements for the above captioned project are as follows;

<u>ITEM</u>	<u>COST</u>
Suburban Street	\$ 13,350.00
Shoulder	19,900.00
Curbing	27,400.00
Monuments	450.00
Iron pins	250.00
As-Builts	<u>3,600.00</u>
Storm Drainage system	<u>21,150.00</u>
Soil Erosion Control	<u>19,910.00</u>
Sanitary Sewer System	<u>300.00</u>
<b>Sub-Total</b>	<b><u>\$106,310.00</u></b>
Administrative Close-out (20% of Sub Total)	\$ 21,262.00
<b>Total Bond</b>	<b><u>= \$127,572.00</u></b>

Inspection Fee (3% of Sub Total) \$ 3,189.30  
to be submitted to this Department prior to onset of construction.

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

Very truly yours,

  
Robert J. Beckerle, P.E.  
Director

**LJA****Leonard Jackson Associates**

Consulting Engineers

26 FIREMENS MEMORIAL DRIVE • POMONA, NEW YORK 10970 • (845) 354-4382 FAX (845) 354-4401

March 7, 2003

Town of Orangetown Planning Department  
20 Greenbush Road  
Orangetown, NY 10962

Att: Sheryl Coopersmith, Chief Clerk

Re: **Orangeburg Automotive Storage Facility (PB # 02-128)**  
LJA #98085

Dear Ms. Coppersmith:

As discussed at today's meeting, attached is one complete set of each of the referenced projects. All of the minor revisions requested have been incorporated in the drawings.

Also attached is a letter from the Rockland County Highway Department indicating their review of the drainage analysis and traffic studies of the referenced projects. They indicated that the construction of Steven's Way should take precedence to avoid potential traffic problems. This should not be an issue due to the fact that as a part of the Lowe's construction, Steven's Way will be in place prior to the commencement of our projects.

Please call us if you have any questions. Thank you very much for your attention to this matter and let us know when the drawings are ready for signatures.

Very truly yours,

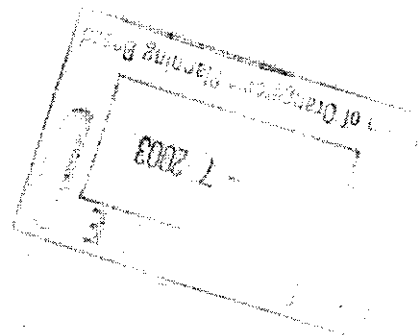
**LEONARD JACKSON ASSOCIATES**

Justin Lim, P.E.

JL/cb  
Attach.

cc: Rick Birdoff - RD Management Corp.  
Donald Brenner, Esq. (w/attach.)  
Bruce Peters, Orangetown Engineering Department (w/attach.)

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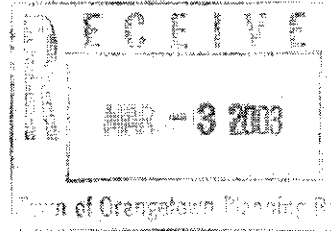
**Lawler,  
Matusky  
& Skelly  
Engineers LLP**

Environmental Science & Engineering Consultants

February 27, 2003

Job No. 287-001

File No. 2611.4



Ms. Cheryl Bard Coopersmith, Chief Clerk  
Planning Board  
Town of Orangetown  
Greenbush Road  
Orangeburg, NY 10962

Re: **Orangeburg Warehouse Auto Storage (74.15/1/2)**  
**South Side of Highview Avenue at Greenbush Road, Orangeburg**  
**Final Site Plan Review**

Dear Mrs. Coopersmith:

In our last review of this project dated September 11, 2002, we recommended acceptance for drainage without conditions.

Upon review of the Applicant's latest plans, last revised January 8, 2003, we note that a cul-de-sac and associated storm sewer system have been added at the end of Greenbush Road. Profiles of these proposed storm sewers are shown on the plans (sheet 8).

Calculations for sizing the new storm sewers and a revised profile sheet (revision date February 24, 2003) were received from the Applicants engineer on February 24, 2003. We have reviewed these documents and find them to be acceptable.

 We recommend acceptance for drainage.

Very truly yours,



Harvey M. Goldberg, P.E.

HMG:hmg



# **LJA** Leonard Jackson Associates Consulting Engineers

26 Firemens Memorial Drive . Pomona, New York 10970 . (845) 354-4382 . FAX (845) 354-4401

LJA #98085

Jan. 9, 2003

## **Performance Bond- Orangeburg Automobile Storage Facility (On-Site Only)**

	<b>Item</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Quantity</b>	<b>Cost</b>
1.	Curb	LF	2.5	4500	11,250
2.	Storm HDPE 15" Ø	LF	4.50	750	3,375
3.	Storm HDPE 18" Ø	LF	5.25	100	525
4.	Storm HDPE 24" Ø	LF	7	30	210
5.	Head Wall	CY	180	5	900
6.	Sanitary Manhole	VLF	50	6	300
7.	Curb Inlet & MH				
	- up to 5 ft in depth	Ea.	250	15	3,750
	- each additional foot to 10 ft	VLF	35	4	140
				<b>TOTAL</b>	<b>\$ 9,200</b>

# **LJA** Leonard Jackson Associates Consulting Engineers

26 Firemens Memorial Drive . Pomona, New York 10970 . (845) 354-4382 . FAX (845) 354-4401

LJA #98085

Jan. 9, 2003

## **Performance Bond- Greenbush Road Improvements**

	<b>Item</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Quantity</b>	<b>Cost</b>
1.	Curb	LF	2.50	2,000	5,000
2.	Curb Inlet & MH				
	- up to 5 ft in depth	Ea.	250	9	2,250
	- each additional foot to 10 ft	LF	35	6	210
3.	Storm HDPE 15" Ø	LF	4.50	220	990
4.	Storm HDPE 18" Ø	LF	5.25	121	635
5.	Storm HDPE 24" Ø	LF	7	64	448
6.	Commercial Street	LF	30	829	24,870
				<b>TOTAL</b>	<b>\$ 34,403</b>

January 8, 2003

Town of Orangetown Planning Department  
20 Greenbush Road  
Orangetown, NY 10962

Att: Sheryl Coopersmith, Chief Clerk

Re: **Orangeburg Automotive Storage Facility (PB # 02-128)**  
LJA #98085

Dear Ms. Coppersmith:

Attached to this letter are three sets of site plan drawings dated January 8, 2003 (revision # 6) for the Town review prior to the Chairman's endorsement.

We have revised the drawings according to the conditions of final approval as indicated on the Planning Board Decision (PB #02-128) dated September 12, 2002. Listed below are our responses to each of the conditions, in the like order of the above mentioned Decision (copy attached).

- 1) All of the prior conditions of the Planning Board and the ACABOR have been addressed and indicated on the attached drawings.
- 2) This item has been added to the site plan as a note.
- 3) A cul-de-sac has been designed to Town street specification and indicated on the attached drawings. We have worked closely with the Department of Environmental Management and Engineering, as well as the Highway Department on the cul-de-sac design.
- 4) Curbing and drainage facilities have been shown along Greenbush Road and the new cul-de-sac.
- 5) Cross-section through the detention basin is indicated on the attached drawings.
- 6) Manhole frame cover with cover detail that includes Town name and date has been added to the drawing.
- 7) No response is required for this item.
- 8) The Town drainage consultant has approved the drainage report.

## Leonard Jackson Associates

- 9) The sediment and erosion control plan is part of the application package submitted to the Town during the review periods, and has been reviewed by the Orangetown Department of Environmental Management and Engineering, and met the NYS Guidelines for Urban Erosion and Sediment Control.
- 10) All the required signage has been provided and met Town Code
- 11) A note has been added to the drawing indicating the following: Site clean-up in accordance with NYSDEC requirements shall be carried out during site construction.
- 12) A note has been added to the drawing indicating the following: Site cleanup in accordance with the Rockland County Department of Health requirements shall be carried out during site construction.
- 13) No response is required for this item.
- 14) No response is required for this item.
- 15) This item has been added to the drawing as a note. We have made our architect aware of this building architectural related item.

Attached to this letter is the performance bond for the Town review to determine the amount for bonding requirement, and the legal description of the land dedication for the cul-de-sac.

Thank you for your attention to this matter.

Very truly yours,



**LEONARD JACKSON ASSOCIATES**

Justin Lim, P.E.

JL:leb

Attachs.

cc: Rick Birdoff - RD Management Corp.  
Donald Brenner

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**COUNTY OF ROCKLAND  
DEPARTMENT OF HIGHWAYS**

23 New Hempstead Road  
New City, New York 10956  
(845) 638-5060  
Fax (845) 638-5037  
Email: [highway@co.rockland.ny.us](mailto:highway@co.rockland.ny.us)

**C. SCOTT VANDERHOEF**  
County Executive

**CHARLES H. VEZZETTI**  
Superintendent of Highways

December 09, 2002

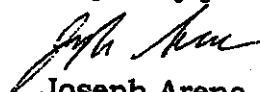
Leonard Jackson Associates  
26 Firemens Memorial Drive  
Pomona, New York 10970  
Attn: Justin Lim P.E.

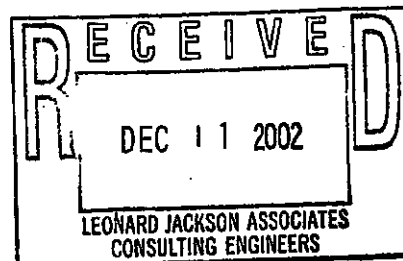
**RE: Orangeburg Automotive Warehouse Facility Site Plan**  
*Greenbush Road – Orangetown 74.15/1/2*

We have reviewed the revised traffic study dated September 10, 2002 by John Collins Engineers, as well as the drainage analysis report *revised* August 2002.

We question the timing of the site access road Stevens Way. The construction of the Stevens Way Site access should take precedence when site construction begins. If Stevens Way construction is delayed prior to the fabrication and operation of the Automotive warehouse facility, traffic may divert to the rear access point from Western Highway and Highview Avenue.

Very truly yours,

  
Joseph Arena  
Senior Engineering Technician



**PLANNING BOARD  
TOWN OF ORANGETOWN**

TO: Robert V. Magrino  
Deputy Town Attorney

FROM: Cheryl Coopersmith *Cheryl*  
Chief Clerk, Boards and Commissions

DATE: June 15, 2017

RE: Orangeburg Automotive Storage Facility Performance Bond  
Release; PB #17-30; Recommendation to the Town Board

Please take the appropriate steps to place this item on the Town  
Board Agenda.

Thank you.

Attachment

PE#17-30: Orangeburg Automotive Storage Facility – Recommendation to the Town Board to Release the Performance Bond

Town of Orangetown Planning Board Recommendation  
June 14, 2017  
Page 1 of 2

TO: Alfred Rossi, RD Management  
FROM: Town of Orangetown Planning Board

RE: **Orangeburg Automotive Storage Facility**: The application of Alfred Rossi, RD Management, owner, for a Recommendation to the Town Board to Release the Performance Bond for a Site Plan known as "Orangeburg Automotive Storage Facility", in accordance with Article 16 of the Town Law of the State of New York, the Land Development Regulations of the Town of Orangetown, Chapter 21A of the Code of the Town of Orangetown. The site is located at 5 Greenbush Road, Orangeburg, Town of Orangetown, Rockland County, New York and as shown on the Orangetown Tax Map as Section 74.15, Block 1, Lot 2 in the U zoning district.

Heard by the Planning Board of the Town of Orangetown at a meeting held **Wednesday, June 14, 2017**, at which time the Board made the following determinations:

Alfred Rossi appeared and testified.

The Board received the following communications:

1. Project Review Committee Report dated June 7, 2017.
2. An Interdepartmental memorandum from the Office of Building, Zoning, Planning Administration and Enforcement, Town of Orangetown, signed by John Giardiello, P.E., Director, dated June 14, 2017.
3. An Interdepartmental memorandum from the Department of Environmental Management and Engineering (DEME), Town of Orangetown, signed by Bruce Peters, P.E., dated May 23, 2017.
4. An Interdepartmental memorandum from the Highway Department, Town of Orangetown, signed by James Dean, Superintendent of Highways, dated June 6, 2017.
5. An Email from Alfred Rossi, dated May 4, 2017.
6. Copy of PB #03-47, Recommendation to the Town Board to Establish Value and Term of the Performance Bond, dated April 9, 2003.
7. A copy of the Performance Bond, in the amount of \$127,572.00, Bond No. 0358608.

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

**RECOMMENDATION:** In view of the foregoing, the Planning Board Recommended to the Town of Orangetown Town Board to Release the Performance Bond.



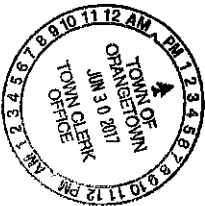
PE#17-30: Orangeburg Automotive Storage Facility – Recommendation to the Town Board to Release the Performance Bond

Town of Orangetown Planning Board Recommendation  
June 14, 2017  
Page 2 of 2

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

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

Dated: June 14, 2017  
Cheryl Coopersmith  
Chief Clerk Boards and Commissions





**Project Review Committee Report – June 7, 2017**

**TO: Town of Orangetown Planning Board**  
**RE: June 14, 2017 Planning Board Agenda**

**Bergson Subdivision Plan**

**PB #16-05**

Prepreliminary/ Preliminary/ Final Subdivision Plan  
and SEQRA Review; 56 Woods Road, Palisades - Palisades Historic District  
78.18/1/3.1; R-80 zoning district

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

**Rathmagurry Subdivision**

**PB #17-27**

Subdivision Consultation

636 North Greenbush Road, Blauvelt; 65.15/1/1; R-40/ LO zoning district

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

**Mandell Plans**

**PB #17-28**

Prepreliminary/ Preliminary/ Final Site Plan  
and SEQRA Review

26 Shadyside Avenue, Upper Grandview, Critical Environmental Area  
71.05/1/8; R-22 zoning district

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

**U.S. Information Systems Project Site Plan**

**PB #17-29**

Prepreliminary/ Preliminary Site Plan  
and SEQRA Review

25 Ramland Road, Orangeburg; 73.20/1/26; LIO zoning district

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

**Orangeburg Automotive Storage**

**PB #17-30**

**Facility Performance Bond Release**

Recommendation to the Town Board to Release the Performance Bond  
5 Greenbush Road, Orangeburg; 74.15/1/2; LI zoning district

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


**Attendees:** J. Giardiello, B. Peters, R. Magrino  
**Non-Member:** Michael Mandel, Planning Board Member

**OFFICE OF BUILDING, ZONING AND PLANNING  
ADMINISTRATION AND ENFORCEMENT  
TOWN OF ORANGETOWN  
MEMORANDUM**



Date: June 14, 2017

To: Cheryl Coopersmith, Chief Clerk  
Planning Board

From: John Giardiello, PE  
Director O.B.Z.P.A.E. 

Subject: **Orangeburg Automotive Storage Facility Performance Bond Release**  
Recommendation to the Town Board to Release the Performance Bond  
5 Greenbush Road, Orangeburg  
PB #17-30; LI zoning district  
Section 74.15 Block 1 Lot 2

The recommendation to release the bond is under the jurisdiction of the Department of Environmental Management and Engineering.

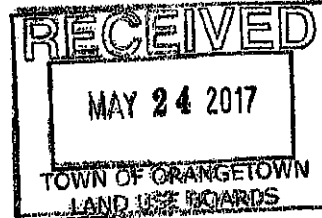
JG:emd  
06/08/2017



**Department of Environmental Management and Engineering**  
**Town of Orangetown**

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

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



May 23, 2017

**Re: Orangeburg Automotive Storage Facility**  
**Performance Bond Release**

(YY-MM-Tax Lot #)\*\*  
**Tracking # 03-04-74.15:1:2**  
**Bond Amount \$ 127,572.00**

Gentlemen:

Due to the fact that the above named project never proceeded and was never constructed, this Department has no objection to the release of the Performance Bond for said project.

Sincerely,

cc: Town Attorney  
J. Giardiello  
C. Madigan  
Highway file  
Sewer file

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

Orangetown Representative

R.C. Soil & Water Conservation Dist.-Chairman

Member:

American Public Works Association NY Metro Chapter

NYS Association of Town Superintendents of Highways

Hwy. Superintendents' Association of Rockland County.

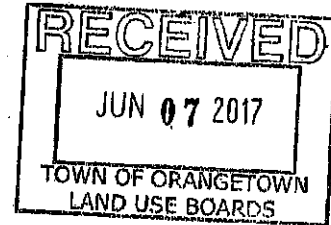


**HIGHWAY DEPARTMENT  
TOWN OF ORANGETOWN**

119 Route 303 • Orangeburg, NY 10962

(845) 359-6500 • Fax (845) 359-6062

E-mail - highwaydept@orangetown.com



## INTEROFFICE MEMO

June 6, 2017

TO: Cheryl Coopersmith, Chief Clerk  
FROM: James J. Dean, Superintendent of Highways  
RE: Orangeburg Automotive Storage Facility Site Plan  
Section 74.15, Block 1, Lot 2, LI zoning district

---

Please be advised that this department has no objection for the release of the above referenced bond.

JJD: hw



**From:** Alfred Rossi [mailto:ARossi@rdmanagement.com]

**Sent:** Thursday, May 04, 2017 11:30 AM

**To:** John Giardiello

**Cc:** Richard Birdoff; Louis Magliato; Alfred Rossi; Gall Corcoran; Alisha Li

**Subject:** FB Orangetown - Subd Bond - Orangeburg Automotive Storage Facility - \$127,572.

**Importance:** High

F4I

John:

Several years ago we posted a performance bond for the project entitled "Orangeburg Automotive Storage Facility" (please see attached copy of the performance bond). This was on the 6+ acre parcel bordering Greenbush Road and Highview Avenue (opposite Lowe's). As you know, we never proceeded with this project and we now have Planning Board approval for our "Orangetown Commerce Center" project.

Given this, I would appreciate if you can facilitate the return of this bond by sending a memo to the Town Clerk and/or Town Board recommending its release.

Thanks,  
Al

Brigadier General (Ret.)  
Alfred T. Rossi, P.E.  
RD Management LLC  
Tel (212) 265-6600 x305

INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE  
ONE NEWARK CENTER, 20th FLOOR  
NEWARK, NEW JERSEY 07102  
201-824-7200  
FAX # 201-843-7118



MAILING ADDRESS  
P.O. BOX 88  
NEWARK, NEW JERSEY 07101

Amount: \$ 127,572.00

Bond No. 0358608

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT WE,  
FB Orangeburg, LLC, C/O RD Management Corp., 810 Seventh Avenue, 28th Floor, New York, N.Y.  
10019 as Principal and Jay Furman and Richard Birdoff as Co-Principals and  
INTERNATIONAL FIDELITY INSURANCE COMPANY, A New Jersey corporation authorized to do  
business in the State of New York with its main bonding office at One Newark Center, 20th Floor,  
Newark, New Jersey as Surety, are held and firmly bound unto the

TOWN OF ORANGETOWN

as Obligees, in the full and just sum of

ONE HUNDRED TWENTY-SEVEN THOUSAND FIVE HUNDRED SEVENTY-TWO AND 00/100  
DOLLARS

(\$ 127,572.00) lawful money of the United States, to the payment of which sum, well and truly to  
be made, the Principal and the Surety bind themselves, their successors and assigns, jointly and  
severally, firmly by these presents.

SIGNED, SEALED AND DATED THIS 29 day of April 2003

WHEREAS, the Principal has entered into an agreement with the  
TOWN OF ORANGETOWN

that the Principal will construct, install and complete the improvements as Obligees, guaranteeing

at certain land known as ORANGEBURG AUTOMOTIVE STORAGE FACILITY per the engineer's  
estimate prepared by Robert J. Beckerle, P.E., dated March 21, 2003 which is made a part hereto  
all of which improvements shall be maintained and completed on or before April 29, 2006.

INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE  
ONE NEWARK CENTER, 20th FLOOR  
NEWARK, NEW JERSEY 07102  
201-624-7200  
FAX # 201-643-7116



MAILING ADDRESS  
P.O. BOX 58  
NEWARK, NEW JERSEY 07101

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall carry out all the terms of said agreement and perform all the work as set forth therein, all within the time set forth in said agreement, then this obligation shall be null and void; otherwise to remain in full force and effect. FURTHERMORE, the rights of the obligee hereunder are exclusive to it and the surety shall have no obligation hereunder to any person or entity other than the named obligee herein. The rights of such obligee are not assignable.

ATTEST:

*Barbara Tarone*

PRINCIPAL: FB Orangeburg, LLC

BY:

*[Signature]*

ATTEST:

*Barbara Tarone*

BY:

*[Signature]*  
Co-Principals

ATTEST:

*David Conner*

BY:

*[Signature]*  
Richard Birdoff

ATTEST:

*W. Wilson*

Surety: International Fidelity Insurance Company

BY:

*Maria F. Rodriguez*  
Maria F. Rodriguez - Attorney-in-fact

Contract #	Municipality	Region #
D014891	Town of Orangetown/Rockland County	8

## MUNICIPAL SNOW AND ICE AGREEMENT

**IMPORTANT: Please check ONLY ONE of the reimbursement options below:**

☐ **Time and Materials (Conventional)**
☐ **Fixed Lump Sum**
☐ **Indexed Lump Sum**

This Agreement made by and between THE PEOPLE OF THE STATE OF NEW YORK (hereinafter referred to as "STATE"), acting by and through the Commissioner of Transportation of the State of New York (hereinafter referred to as "COMMISSIONER"), and the \_\_\_\_\_ of \_\_\_\_\_  
Title

the Town of Orangetown (hereinafter referred to as "MUNICIPALITY") as follows:  
Town, Village, City or County
Municipality

WHEREAS, Pursuant to Section 12 of the Highway Law, the maintenance of State highways includes the control of snow and ice thereon as the COMMISSIONER may deem to be necessary to provide reasonable passage and movement of vehicles over such highways, and

WHEREAS, the work of such control of snow and ice may be done by any municipality, which for the purposes of said Section 12 shall include only a county, city, town or village, pursuant to an agreement entered into between the governing board or body of any such municipality and the COMMISSIONER; and

WHEREAS, The MUNICIPALITY is willing to perform the work of such control of snow and ice upon STATE highways according to the guidelines, policies and procedures deemed by the COMMISSIONER to be for the best interest of the public:

NOW, THEREFORE, In consideration of the mutual covenants and benefits between the parties hereto.

WITNESSETH:

1. The term of this Agreement shall be for five years commencing **July 1, 2019 and ending June 30, 2024**. At least one year prior to the expiration each five-year term the MUNICIPALITY shall notify the COMMISSIONER either (a) that it requests with the approval of the COMMISSIONER that the term of the Agreement be extended five years, or (b) that it intends not to extend the Agreement, in which case the Agreement shall expire at the end of the five-year term. The maximum contract life for this Agreement shall not exceed twenty years from the original contract date at which point a new contract will need to be executed. If the MUNICIPALITY fails to notify the COMMISSIONER as herein provided, it shall be deemed that the municipality intends not to extend the term of this Agreement.
2. The MUNICIPALITY and the STATE agree to the method of reimbursement selected above. Detailed descriptions of the reimbursement methods are outlined in the *Municipal-State Agreements for Control of Snow and Ice on State Highways: Terms, Reimbursement Procedures and Documentation*, as published on the NYSDOT website at the time of contract execution and are incorporated herein by reference. This document is located at: <https://www.dot.ny.gov/divisions/operating/oom/transportation-maintenance/snow-ice>
3. In the event that the COMMISSIONER shall deem the work of control of snow and ice performed by the MUNICIPALITY inadequate or unsatisfactory according to the terms of this Agreement and not being performed in the best interest of the public, the COMMISSIONER may, by official order to be filed in the COMMISSIONER'S office and the Department of State, cancel the Agreement, and any payments herein provided by the STATE shall cease. Any such official order shall become effective at the expiration of five (5) days after the COMMISSIONER shall have mailed a certified copy thereof to the clerk or other official who performs duties of a clerk in such MUNICIPALITY. The COMMISSIONER shall thereupon perform the work in such manner as, in the COMMISSIONER'S judgment, shall be for the best interest of the public.



4. The MUNICIPALITY may enter into a contract with another municipality for the performance of the work of said control of snow and ice as a subcontractor of the MUNICIPALITY, provided that such MUNICIPALITY shall first obtain the consent therefor from the COMMISSIONER. The MUNICIPALITY, as an agent of the State in performing the function herein delegated to it by the State, shall clear such State highways of snow and ice as designated by the COMMISSIONER, to the extent that the COMMISSIONER may deem necessary to provide reasonable passage and movement of vehicles over such highways all in accordance with terms, rules and regulations as may be deemed by the COMMISSIONER to be in the best interest of the public, such terms, guidelines, policies and procedures (a) having been submitted to and examined by the governing body of said MUNICIPALITY, prior to or simultaneously with the execution and delivery of this Agreement are hereby made part hereof, and (b) being subject to change or modification from time to time by the COMMISSIONER after consultation and negotiation with the municipality as the COMMISSIONER deems it necessary for the best interest of the public, it being understood by the parties hereto that notice of any such change or modification shall be mailed by the COMMISSIONER to the MUNICIPALITY and shall, according to the provisions hereof, be deemed to be thereupon accepted by the MUNICIPALITY and made a part hereof, except that in the event the MUNICIPALITY does not concur with the modification, the MUNICIPALITY may submit a letter of dispute to the COMMISSIONER within 10 business days after receipt of the notice, setting forth the reason for the non-concurrence. The COMMISSIONER shall then, within 10 business days, arrange for a meeting between representatives of the COMMISSIONER and the MUNICIPALITY to be held as soon as practicable to resolve the matter. In the event the matter cannot be resolved, the COMMISSIONER may unilaterally impose the modification, and the MUNICIPALITY shall comply. In that event, the MUNICIPALITY may, if it so elects, notify the COMMISSIONER that this Agreement is terminated, effective not less than one year after the date of receipt of the notice by the COMMISSIONER. The COMMISSIONER may, however, shorten this period to not less than 30 days, if the COMMISSIONER deems it in the public interest.
5. In the event that snow fence installation and removal is part of the agreement, the MUNICIPALITY shall obtain necessary permission from the landowners affected and shall erect snow fences at suitable locations on such highways where designated by the COMMISSIONER and shall also remove such snow fences pursuant to said guidelines, policies and procedures.
6. The MUNICIPALITY shall (a) designate and hereby does designate the Superintendent of Highways of the MUNICIPALITY as the representative of the MUNICIPALITY who shall be in responsible charge and shall have supervision of the performance of the work under this Agreement, (b) provide the necessary machinery, tools, materials and equipment to perform the terms of this Agreement, (c) provide the necessary personnel and supplies to operate such machinery, tools and equipment, and (d) furnish abrasives, chemicals or other similar materials at such locations as may be designated by the COMMISSIONER and in such quantities as may be necessary for the performance of this Agreement, to be applied in the manner and in such quantity as may be directed by the COMMISSIONER, provided, however, the COMMISSIONER with the concurrence of the municipality may furnish for use under this Agreement such snow fence, materials, chemicals and abrasives as he may deem desirable and in the best public interest, and he shall notify the MUNICIPALITY on or before August 1 of each year as to the kind and amount of such items as are to be furnished for the following winter season.
7. The COMMISSIONER shall furnish the MUNICIPALITY with a suitable map which shall delineate the State Highways within and in the vicinity of the boundaries of the MUNICIPALITY and shall show distinctively, the State Highways or parts thereof that are affected by this Agreement. For each year of the term of the Agreement, or for any extended term thereof, the maps shall be modified to show the changes, if any, to the State Highways affected by this Agreement. Any such modification to such map shall be agreed upon in writing by the COMMISSIONER and the MUNICIPALITY.
8. Whenever directed by the COMMISSIONER, the MUNICIPALITY shall include in the work delegated to be performed under this Agreement any bridges or highways that cross into an adjacent municipality or municipalities after consultation with the effected municipalities.
9. In consideration of the performance of the MUNICIPALITY, the STATE agrees to pay the MUNICIPALITY each year during the term of this agreement \$ 197,783.12 for 62.50 lane miles for each average season. This figure shall be known as the estimated expenditure. This estimated expenditure may be adjusted annually by the COMMISSIONER under this Agreement based upon demonstrated increases or decreases in the cost of performing the work or due to increases or decreases in lane miles on which work is performed. Such adjustments will require an Amendment to this Agreement. **The total contract value for the term of this agreement is \$ 938,915.60.** The COMMISSIONER, however, reserves the right to reduce the amount of the estimated expenditure set forth herein if the monies available to the Department for control of snow and ice are not sufficient to meet the anticipated expenditures for this program. In the event of such an occurrence, the COMMISSIONER shall notify the MUNICIPALITY, on or before November 1st of any year during the term of this Agreement for which such changed



estimated expenditure is to apply. Upon receipt of such notice, the MUNICIPALITY shall, in cooperation with the STATE, review and reorganize its operations to the fullest extent practicable to prevent over commitment of allocated funds. The COMMISSIONER may in his or her discretion restore in part or in whole the amount of the estimated expenditure taking into consideration the weather conditions experienced in the MUNICIPALITY and the amount of monies available for control of snow and ice.

10. **This section applies only to Fixed Lump Sum and Indexed Lump Sum Contracts:** The estimated expenditure may be updated under this contract based upon demonstrated increases or decreases in the cost of performing the work. The cost of the work is comprised of the following portions that have been agreed to by the STATE and MUNICIPALITY: Labor 41.66 %, Materials 27.68 % and Equipment 30.66 %. The approved modified increase or decrease in the estimated expenditure shall become effective upon written notification by the COMMISSIONER to the MUNICIPALITY and shall thereby be substituted in place of the above estimated expenditure and made part of this Agreement without further action. If the mileage of which work is performed by the MUNICIPALITY increases or decreases or the MUNICIPALITY or the state incurs other changes that impact the cost of performing the work, the amount of the estimated expenditure set forth herein may be adjusted by the COMMISSIONER after consultation/negotiation with the MUNICIPALITY in writing, on or before November 1<sup>st</sup> of any year during the term of this Agreement for which such changed estimated expenditure is to apply. Upon receipt of such notice, the MUNICIPALITY shall, in cooperation with the STATE, review and reorganize its operations to the fullest extent practicable to accommodate the change.
11. The STATE shall indemnify and hold harmless the MUNICIPALITY for work performed hereunder to the extent permitted under Highway Law Section 12 (2-a).
12. The MUNICIPALITY specifically agrees that this Agreement shall be deemed executory only to the extent of the monies available, and no liability shall be incurred by the STATE beyond the monies available for the purpose.
13. This Agreement and the attached Appendix A, Standard Clauses for all New York State Contracts, and Appendix A-1, Supplemental Title VI Provisions (Civil Rights Act) shall bind the parties, their successors and assigns.
14. Below is a listing of all documents forming this agreement:
  - a. Agreement Form – this document titled "Municipal Snow and Ice Agreement"
  - b. Contract Adjustment Worksheet – shows the breakdown of the Estimated Expenditure
  - c. Appendix "A" – New York State Standard Clauses for New York State Contracts
  - d. Appendix "A-1" – Supplemental Title VI Provisions (Civil Rights Act)
  - e. Municipal Resolution – duly adopted Municipal resolution authorizing the appropriate Municipal official to execute this Agreement on behalf of the Municipality and appropriating the funding required therefore
  - f. Attachment Map – defining the municipality's work limits that satisfies the requirements in Section 7 of this Agreement

IN WITNESS WHEREOF, This Agreement has been executed by the STATE, acting by and through the duly authorized representative of the COMMISSIONER, and the MUNICIPALITY, which has caused this Agreement to be executed by its duly authorized officer on the date and year first above written.

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

THE PEOPLE OF THE STATE OF NEW YORK

MUNICIPALITY

BY \_\_\_\_\_  
for Commissioner of Transportation

BY \_\_\_\_\_

Dated \_\_\_\_\_

Dated \_\_\_\_\_

ATTORNEY GENERAL'S SIGNATURE

NYS COMPTROLLER'S SIGNATURE

\_\_\_\_\_

\_\_\_\_\_

Dated \_\_\_\_\_

Dated \_\_\_\_\_

STATE OF NEW YORK )

) SS:

COUNTY OF Rockland )

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

\_\_\_\_\_  
Notary Public

## AGREEMENT CALCULATION/ADJUSTMENT WORKSHEETS

19/20 Snow & Ice Season  
New Contract # D014891  
Contract Period: 7/1/2019 to 6/30/2024

### PREVIOUS CONTRACT INFORMATION

<b>Municipality</b>	Town of Orangetown	<b>Contract</b>	D009818
<b>County</b>	Rockland	<b>Region</b>	8

<b>2016/17 Season's Estimated Expenditure</b>	\$213,600.60
<b>2016/17 Actual Paid*:</b>	\$173,870.89

<b>2017/18 Season's Estimated Expenditure</b>	\$224,709.25
<b>2017/18 Actual Paid*:</b>	\$195,272.34

<b>2018/19 Season's Estimated Expenditure</b>	\$229,019.82
<b>2018/19 Actual Paid*:</b>	\$231,539.04

<b>3-Year Average (based on Actual Paid)</b>	\$200,227.42
--	--------------

*\*Actual Paid amounts include any adjustment payments beyond the estimated expenditure made during or after that season's end (i.e, index adjustments for winter severity, reasonableness review adjustments, etc).*

### NEW CONTRACT INFORMATION

**CONTRACT # D014891**

3-Year Averages					\$200,227.42	
%	Labor	40.34%	Materials	29.37%	Equipment	30.29%
Value	\$80,778.42		\$58,806.79		\$60,642.21	

### LABOR\*

Labor Portion of 3-Year Average	\$80,778.42
% Labor Increase/Decrease for 2019/20 Season	x <u>2.0</u> %
Additional/Less Labor Costs for 2019/20	\$ <u>1615.57</u>
<b>Labor Portion of 2019/20 Season's Estimated Expenditure</b>	<b><u>\$82,393.99</u></b>

\* Attach Municipality's certification of applicable labor cost increase

**MATERIALS**

Materials Portion of 3-Year Average

\$58,806.79

	% Materials	2018/19 Total Material \$	I. Proportionate \$ Amount	Current Price Per Unit	2018/19 Extension Price Per Unit	Difference (Show +/- )	II. ± %	I. x II. Inc/Dec
Salt	100%	\$58,806.79	\$58,806.79	\$67.02	\$71.99	-\$4.97	-6.90%	-\$4,059.87
Sand								
Other								
Materials Total								\$54,746.92

Materials Portion of 2019/20 Season's Estimated Expenditure	\$54,746.92
---	-------------

**EQUIPMENT**

Equipment Portion of 3-Year Average

\$60,642.21

% Equipment Increase/Decrease for 2019/20 Season

x 0%

Additional/Less Equipment Costs for 2019/20

\$0.00

Equipment Portion of 2019/20 Extension's Estimated Expenditure	\$60,642.21
--	-------------

SUB-TOTAL (Before Fixed Costs)	\$ 197,783.12
--------------------------------	---------------

**FIXED COSTS (only fill out if necessary)**

Salt Storage (Barns)		
DTN Weather Service		
Snow Fence		
Total Fixed Costs		



**SUMMARY OF COSTS**

2019/2020 Estimated Expenditure Breakdown					
%	Labor	41.66%	Materials	27.68%	Equipment 30.66%
Value	\$ 82,393.99		\$ 54,746.92		\$ 60,642.21
SUB-TOTAL					\$ 197,783.12
Add Fixed Costs (if necessary)					0

2019/20 SEASON ESTIMATE (Labor + Materials + Equipment + Fixed Costs)	\$ 197,783.12
Total Base Estimate for Contract (Total Contract Value) (19/20 estimate multiplied by 5)	\$ 988,915.60

Recommended by: \_\_\_\_\_ Approved by: \_\_\_\_\_  
Resident Engineer S&I Program Manager

## **FOR NEW/CONTINUING INDEXED LUMP SUM AGREEMENTS ONLY**

Indexed lump sum snow and ice contracts require the use of a “permanent divisor,” or PD. This number is the average of the number of miles plowed (also known as J-miles) over the previous 3 years by the NYSDOT Residency that would otherwise be responsible for plowing the roads being contracted to the municipality in this agreement. The PD number would, for the purposes of this agreement, constitute an “average” winter for the entire life of this agreement (20 years maximum), only being reset when a new contract is established.

At the end of each winter, the actual total of J-miles plowed would be compared against the PD to determine a winter severity index. An index of less than 0.67 would be considered a light winter, 0.671 to 1.000 more toward average, and greater than 1 would be considered a severe winter. More details can be found in the *Municipal-State Agreements for Control of Snow and Ice on State Highways: Terms, Reimbursement Procedures and Documentation*, Section 4.5.

For these agreements, J-mile totals are calculated by the following formula:  
**J01 Miles + J02 Miles + (J03 Miles multiplied by 2)**

If the prior contract was an index lump sum contract, the information below indicates the J-mile totals NYSDOT Main Office has on record for the previous 3 seasons, with a suggested new Permanent Divisor. Also, for purposes of calculating the winter severity index, the number of Lane Miles the appropriate NYSDOT residency is responsible for needs to be known. Please verify the numbers for accuracy. If the prior contract was not an index lump sum contract, please write down the values where indicated.

16/17 J-Mile Total	39,509	16/17 Lane Miles	355
17/18 J-Mile Total	42,169	17/18 Lane Miles	355
18/19 J-Mile Total	49,233	18/19 Lane Miles	355
<b>3-Year Average (New Permanent Divisor)</b>	<b>43,637</b>	<b>19/20 Lane Miles (not an average)</b>	



MAP SHOWING

TOWN OF ORANGETOWN

RESPONSIBILITY FOR SNOW & ICE CONTROL ON STATE HIGHWAYS FOR THE SEASONS

OF 2019/20 – 2023/24

CENTER LANE MILES	CONTRACT LANE MILES
20.18	62.50



SIGNED

REGIONAL DIRECTOR OF OPERATIONS

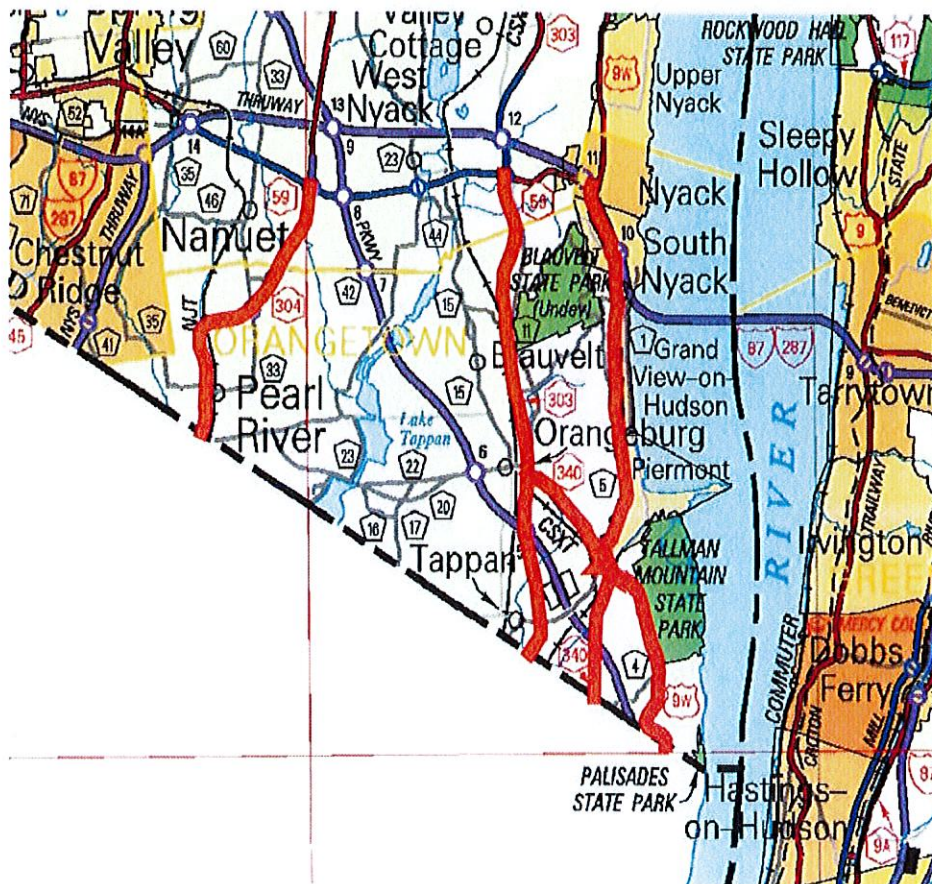
DATE

SIGNED

FOR MUNICIPALITY

DATE

Sign Here





TOWN OF ORANGETOWN

REQUEST TO ATTEND CONFERENCE, MEETING, SEMINAR OR SCHOOL

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

REQUESTING DEPARTMENT: D. E. M. E. DATE: \_\_\_\_\_

NAME(S) OF PERSON(S) TO ATTEND: James Hunter Davie

CONFERENCE, ETC. - NAME & LOCATION: Basic Laboratory Procedures, Morrisville

CONFERENCE, ETC. DATE(S): State College; June 1, 2020 - June 5, 2020 (Dates may change)

WHAT DO YOU EXPECT TO GAIN FROM ATTENDANCE (ATTACH COPY OF BROCHURE):

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

ESTIMATED EXPENSES:

<u>Item</u>	Charge to:	Charge to:	<u>Total</u>
	<u>Schls &amp; Confs</u>	<u>Travel Exp*</u>	
Registration Fee	\$ <u>575.00</u>	\$ _____	\$ _____
Lodging	_____	<u>559.02</u>	_____
Meals	_____	<u>175.00</u>	_____
Travel	_____	<u>283.75</u>	_____
Other	_____	_____	_____
Total	\$ _____	\$ <u>1592.77</u>	\$ _____

\*Use if only travel expense involved

REMAINING BALANCE IN .441 Account: \$ \_\_\_\_\_

IF TRAVEL ONLY, REMAINING BALANCE IN .480 Account: \$ \_\_\_\_\_

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

FINANCE OFFICE VERIFICATION OF FUNDS AVAILABILITY: .441-\$ \_\_\_\_\_ .480-\$ \_\_\_\_\_

TOWN BOARD ACTION: Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Date: \_\_\_\_\_

James Hunter Davie

I am requesting to attend the "Basic Laboratory Procedures" class. It is a prerequisite to take the grade 2 wastewater operator licensing exam.

I have the time needed within plant operations to take the test with just the educational training requested remaining. My objective is to be licensed when anticipated positions occur.

The class will be taking place at Morrisville State College from June 1, 2020- June 5, 2020.

Expenses:

Class Registration Fee: \$575.00

Page 1-Class Description

Page 2/3- Registration Confirmation

Meals: \$350.00; \$35.00 per day - 5 X \$35.00 = \$175.00

Travel:

Home to Hotel- total mileage 474 miles at 54.05 cents per mile is \$256.19

Hotel to School- total mileage 51 miles at 54.05 cents per mile is \$27.56

Total Travel Cost: \$256.19 + \$27.56 = \$ 283.75

Page 4: Home to Hotel

Page 5: Hotel to School

Lodging: \$559.02

Pages 6/7: Hotel Bill

Class Registration: \$575.00

Meals: \$175.00

Travel: \$283.75

Lodging: \$559.02

Total: \$ 1592.77

Search Morrisville.edu

Q



Contact Us

**Environmental Training Center**  
Morrisville State College  
Crawford Hall, 3rd Floor  
Morrisville, NY 13408  
  
Phone: 315-684-6082  
Fax: 315-684-6609



(<https://www.facebook.com/EnvironmentalTrainingCenter>)



**Twitter**  
(<https://twitter.com/etcmorrisville>)

“These training classes provide the necessary foundation for anyone pursuing a career in the waste water field. Whether you work for a regulating body, private industry that has a regulated discharge, ... more

— Casey Clark, Sanitary Engineer 1

Courses (/courses/) > Basic Laboratory Procedures (/courses/detail.aspx?id=2)  
Basic Laboratory Procedures

Dates

- June 1 - 5, 2020
- Aug 3 - 7, 2020
- Sep 28 - Oct 2, 2020
- Dec 14 - 19, 2020

Description

This 30-hour course is required of all persons intending to become certified as a wastewater treatment plant operator in New York state. The course meets NYS Department of Environmental Conservation certification requirements for laboratory proficiency. The textbook for this course is included at no extra charge, however, participants must bring their own simple calculator, lab coat, and goggles. Laboratory procedures are presented in lecture, practiced in the laboratory, and then tested.

Procedures include:

- Laboratory Safety
- Basic Chemistry (acids, bases & pH)
- pH Meter
- Alkalinity
- Chlorine
- Dissolved Oxygen BOD
- Solids Determination

Prerequisites

Basic Operations

Price

\$575

Register for courses (/courses/register.aspx?categoryId=1)

QUICK LINKS

- Apply  
(<http://www.morrisville.edu/admissions/apply.aspx>)
- Campus Map (<http://map.morrisville.edu/>)
- Parking Map  
(<http://documents.morrisville.edu/public/files/parking.pdf>)
- Blackboard  
(<http://www.morrisville.edu/blackboard/>)
- Web for Students  
(<http://www.morrisville.edu/webforstudents/>)
- Web for Faculty  
(<http://www.morrisville.edu/webforfaculty/>)

MORRISVILLE STATE COLLEGE  
([HTTP://WWW.MORRISVILLE.EDU/](http://WWW.MORRISVILLE.EDU/))  
  
P.O. Box 901  
80 Eaton St.

CONNECT WITH US

- Facebook  
(<https://www.facebook.com/EnvironmentalTrainingCenter>)
- Twitter  
(<https://twitter.com/etcmorrisville>)
- YouTube  
(<https://www.youtube.com/channel/UC...>)

## Thank You For Your Registration

Thank you for registering with the ETC. Your order has been accepted and will be processed within the next 5 business days. If you submitted an email address, you will receive a confirmation email which will serve as your receipt. Otherwise, please print this page and retain it for your records.

If you chose to pay by credit card, your order is complete. If you chose to pay by PO, voucher, or check, you must send payment to:

Morrisville State College  
Environmental Training Center  
Crawford Hall  
Morrisville, NY 13408

### Order Info:

**Thank you for registering for an ETC course.**

Your registration was successfully submitted on 12/7/2019

### Registration Details:

You registered for the following courses:

Basic Laboratory Procedures on June 1 - 5, 2020 :: \$575.00

Basic Operations of Wastewater Treatment Plants on Apr 20 - May 1, 2020 :: \$975.00

### Your Personal Details:

Davie, James H

Your DOB: 10/17/1978

Your Employer: Town of Orangetown Department of Environmental Management and Engineering

### Other Information:

Your Address: 270 Sickletown Road

Your City: Orangeburg

Your State: NY

Your Zipcode: 10962

Work Address: 127 Route 303

Work City: Orangeburg

Work State: NY

Work Zipcode: 10962

### Contact Information:

Email: jameshunterdavie@me.com

Your Phone: 845-653-9271

Work Phone: 845-359-6502

Fax: 845-359-6951

**Payment Information:**

Total Payment: \$1,550.00

Payment Type: povoucher

**Mail Payment To:**

Morrisville State College

Environmental Training Center

Crawford Hall

Morrisville, NY 13408

YOUR TRIP TO:

25 Lakers Ln, Cazenovia, NY, 13035-1416

3 HR 58 MIN | 237 MI 


Est. fuel cost: \$17.10






Print a full health report of your car with HUM vehicle diagnostics (800) 906-2501


Start of next leg of route

- 


1. Start out going north on Sickletown Rd/County Hwy-23 toward Sherwood Ln.

Then 0.16 miles0.16 total miles
- 


2. Take the 1st left onto E Townline Rd/County Hwy-42.  
*E Townline Rd is just past Sherwood Ln.*  
*If you reach Marcus Rd you've gone about 0.2 miles too far.*

Then 0.32 miles0.48 total miles
- 

3. Turn right onto ramp.  
*If you reach East St you've gone about 0.2 miles too far.*


Then 0.29 miles0.77 total miles
- 

4. Merge onto Palisades Interstate Pkwy.


Then 1.42 miles2.19 total miles
- 

5. Merge onto I-87 N via EXIT 9W toward Albany (Portions toll).


Then 23.78 miles25.97 total miles
- EXIT



6. Take the exit toward NY-17/US-6/Harriman/GET TICKET/TOLL BOOTHS.

Then 0.55 miles26.52 total miles
- 

7. Merge onto NY-17 W via EXIT 16 toward US-6/Harriman (Portions toll).

Then 136.07 miles162.59 total miles
- 

8. Take I-81 N toward Syracuse.

Then 53.46 miles216.05 total miles

# YOUR TRIP TO:

Morrisville, NY



**13 MIN | 10.3 MI** 

**Est. fuel cost: \$1.03**

Trip time based on traffic conditions as of 5:17 PM on December 8, 2019. Current Traffic: Light



Print a full health report of your car with HUM vehicle diagnostics (800) 906-2501



**1. Start out going northeast on Lakers Ln toward Nelson St/Route 20 Scenic Byway/US-20 E/US-20 W/NY-20.**

Then 0.06 miles

0.06 total miles



**2. Turn right onto Nelson St/Route 20 Scenic Byway/US-20 E/NY-20. Continue to follow Route 20 Scenic Byway/US-20 E.**

Then 10.22 miles

10.29 total miles



**3. Morrisville, NY, Welcome to MORRISVILLE, NY.**

*Your destination is just past Cedar St.*

*If you reach Union St you've gone about 0.1 miles too far.*

Use of directions and maps is subject to our [Terms of Use](#). We don't guarantee accuracy, route conditions or usability. You assume all risk of use.

From: Hilton Hotels & Resorts Confirmed noreply@h4.hilton.com  
Subject: Your Jun-01-2020 Confirmation #85480307  
Date: December 12, 2019 at 2:40 PM  
To: jameshunterdavie@me.com



Hi, James Davie  
0 Points / Member



## See you soon, James Davie

Your reservation for Jun-01-2020 has been confirmed.

Confirmation #85480307



### Hampton Inn & Suites Cazenovia



25 Lakers Ln  
Cazenovia NY 13035 US



13156557666

[Maps & Directions >>](#)

1 MON  
JUN

Check In: 3:00 PM



4 Nights

5 FRI  
JUN

Check Out: 11:00 AM



[Add to Calendar](#)

### Your Room Information

Guest Name:

James Davie

Guests:

1 Adult

Rooms:

1



Room Plan:

1 KING W/FRIDGE NS

Your Rate Information

HONORS SEMI-FLEX

Rate per night

Jun-01-2020 - Jun-05-2020

124.78 USD

Total for Stay per Room Rate

499.12 USD

Taxes

59.90 USD

Total price for Stay

559.02 USD



[Modify Your Reservation >>](#)

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INTO A GETAWAY  
WITH 130,000 POINTS**

Shopping for the holidays? Earn Bonus Points with the Hilton Honors American Express Surpass® Card.

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**Explore Dining**



**Your On Site Amenities**



**Explore Neighborhood**

**TAKE A RIDE.  
GET POINTS.**

Earn up to 3 Points for every \$1\* spent on Lyft rides. Terms Apply.

**LEARN MORE**

Hilton HONORS | Lyft

**Alamo**

fill up on points

TOWN OF ORANGETOWN

REQUEST TO ATTEND CONFERENCE, MEETING, SEMINAR OR SCHOOL

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

REQUESTING DEPARTMENT: D. E. M. E. DATE: \_\_\_\_\_

NAME(S) OF PERSON(S) TO ATTEND: James Hunter Davie

CONFERENCE, ETC. - NAME & LOCATION: Basic Operations of Wastewater Treatment Plants;

CONFERENCE, ETC. DATE(S): Morrisville State College • April 20, 2020 - May 1, 2020

WHAT DO YOU EXPECT TO GAIN FROM ATTENDANCE (ATTACH COPY OF BROCHURE): Dates will change

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

ESTIMATED EXPENSES:

	Charge to:	Charge to:	
<u>Item</u>	<u>Schls &amp; Confs</u>	<u>Travel Exp*</u>	<u>Total</u>
Registration Fee	\$ <u>975.00</u>	\$ _____	\$ _____
Lodging	_____	<u>1531.54</u>	_____
Meals	_____	<u>350.00</u>	_____
Travel	_____	<u>367.53</u>	_____
Other	_____	_____	_____
Total	\$ _____	\$ <u>3224.07</u>	\$ _____

\*Use if only travel expense involved

REMAINING BALANCE IN .441 Account: \$ \_\_\_\_\_

IF TRAVEL ONLY, REMAINING BALANCE IN .480 Account: \$ \_\_\_\_\_

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

FINANCE OFFICE VERIFICATION OF FUNDS AVAILABILITY: .441-\$ \_\_\_\_\_ .480-\$ \_\_\_\_\_

TOWN BOARD ACTION: Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Date: \_\_\_\_\_

James Hunter Davie

I am requesting to attend the "Basic Operations of Wastewater Treatment Plants" class. It is a prerequisite to take the grade 2 wastewater operator licensing exam.

I have the time needed within plant operations to take the test with just the educational training requested remaining. My objective is to be licensed when anticipated positions occur.

The class will be taking place at Morrisville State College from April 20, 2020 to May 1, 2020.

Expenses:

Class Registration Fee: \$975.00

Page 1-Class Description

Page 2/3- Registration Confirmation

Meals: \$350.00; \$35.00 per day -  $10 \times \$35.00 = \$350.00$

Travel:

Home to Hotel- total mileage 474 miles at 54.05 cents per mile is \$256.19

Hotel to School- total mileage 206 at 54.05 cents per mile is 111.34

Total Travel Cost:  $\$256.19 + \$111.34 = \$367.53$

Page 4: Home to Hotel

Page 5: Hotel to School

Lodging: \$1,531.54

Pages 6/7: Hotel Bill

Class Registration: \$975.00

Meals: \$350.00

Travel: \$367.53

Lodging: \$1531.54

Total: \$ 3224.07



## Contact Us

**Environmental Training Center**  
Morrisville State College  
Crawford Hall, 3rd Floor  
Morrisville, NY 13408

Phone: 315-684-6082  
Fax: 315-684-6609



Facebook

(<https://www.facebook.com/EnvironmentalTrainingCenter/>)



Twitter

(<https://twitter.com/etcmorrisville>)

*“I took two classes at the Environmental Training Center, Basic Operations and Activated Sludge. I thoroughly enjoyed both training classes. Stephen was very engaging, we covered a lot of materials in ...  
more*

— May Elprince, Environmental Engineer, NYSDEC, Region 7

Courses (/courses/) > Basic Operations of Wastewater Treatment Plants (/courses/detail.aspx?id=1)

## Basic Operations of Wastewater Treatment Plants

### Dates

- Apr 20 - May 1, 2020
- Aug 17 - 28, 2020
- Nov 9 - 20, 2020

### Description

This 60-hour course is designed and approved by the NYS Department of Environmental Conservation to prepare wastewater treatment plant operators for the certification exam. A wide variety of aspects of treatment are presented. The textbooks for the course are Operation of Wastewater Treatment Plants, Volumes I and II, by the University of California at Sacramento. The books are available directly from the Morrisville State College Bookstore. You can order in advance by calling the bookstore at (315) 684-6073 or purchase the books when you arrive on campus for the course. This course requires a lot of reading. It is strongly suggested that you acquire the book and read the first three chapters in volume I prior to the start of the course. NYS DEC requires each course participant to pass a written exam at the completion of the training course to meet part of the qualifications for certification. The exam covers a great deal of material, including math, and it is suggested that participants brush up on math skills. Field trips to local plants are an integral part of this course.

Topics covered during this course include:

Introduction to Wastewater Treatment  
Preliminary & Primary Treatment  
Biological Treatment  
Fixed Film Biological Treatment  
Suspended Growth Biological Treatment & Advanced Treatment  
Clarifiers & Disinfection  
Introduction to Solids Handling  
Solids Stabilization & Disposal  
Maintenance & Safety  
Sampling, Analysis & Data Handling  
Management & Supervision

### Prerequisites

6 Months Experience in Plant Operations

### Price

\$975

Register for courses (/courses/register.aspx?categoryId=1)

## QUICK LINKS

Apply  
(<http://www.morrisville.edu/admissions/apply.aspx>)  
Campus Map (<http://map.morrisville.edu/>)  
Parking Map  
(<http://documents.morrisville.edu/public/files/parking.pdf>)  
Blackboard  
(<http://www.morrisville.edu/blackboard/>)  
Web for Students  
(<http://www.morrisville.edu/webforstudents/>)

MORRISVILLE STATE COLLEGE  
([HTTP://WWW.MORRISVILLE.EDU/](http://www.morrisville.edu/))

## CONNECT WITH US

Facebook  
(<https://www.facebook.com/EnvironmentalTrainingCenter/>)

Twitter  
(<https://twitter.com/etcmorrisville>)

YouTube

## Thank You For Your Registration

Thank you for registering with the ETC. Your order has been accepted and will be processed within the next 5 business days. If you submitted an email address, you will receive a confirmation email which will serve as your receipt. Otherwise, please print this page and retain it for your records.

If you chose to pay by credit card, your order is complete. If you chose to pay by PO, voucher, or check, you must send payment to:

Morrisville State College  
Environmental Training Center  
Crawford Hall  
Morrisville, NY 13408

### Order Info:

**Thank you for registering for an ETC course.**

Your registration was successfully submitted on 12/7/2019

### Registration Details:

You registered for the following courses:

Basic Laboratory Procedures on June 1 - 5, 2020 :: \$575.00

Basic Operations of Wastewater Treatment Plants on Apr 20 - May 1, 2020 :: \$975.00

### Your Personal Details:

Davie, James H

Your DOB: 10/17/1978

Your Employer: Town of Orangetown Department of Environmental Management and Engineering

### Other Information:

Your Address: 270 Sickletown Road

Your City: Orangeburg

Your State: NY

Your Zipcode: 10962

Work Address: 127 Route 303

Work City: Orangeburg

Work State: NY

Work Zipcode: 10962

### Contact Information:

Email: jameshunterdavie@me.com

Your Phone: 845-653-9271

Work Phone: 845-359-6502

Fax: 845-359-6951

**Payment Information:**

Total Payment: \$1,550.00

Payment Type: povoucher

**Mail Payment To:**

Morrisville State College

Environmental Training Center

Crawford Hall

Morrisville, NY 13408

YOUR TRIP TO:

25 Lakers Ln, Cazenovia, NY, 13035-1416

3 HR 58 MIN | 237 MI 


Est. fuel cost: \$17.10






Print a full health report of your car with HUM vehicle diagnostics (800) 906-2501


Start of next leg of route

- 


1. Start out going north on Sickletown Rd/County Hwy-23 toward Sherwood Ln.

Then 0.16 miles0.16 total miles
- 


2. Take the 1st left onto E Townline Rd/County Hwy-42.  
*E Townline Rd is just past Sherwood Ln.*  
*If you reach Marcus Rd you've gone about 0.2 miles too far.*

Then 0.32 miles0.48 total miles
- 


3. Turn right onto ramp.  
*If you reach East St you've gone about 0.2 miles too far.*

Then 0.29 miles0.77 total miles
- 


4. Merge onto Palisades Interstate Pkwy.

Then 1.42 miles2.19 total miles
- 


5. Merge onto I-87 N via EXIT 9W toward Albany (Portions toll).

Then 23.78 miles25.97 total miles
- 

6. Take the exit toward NY-17/US-6/Harriman/GET TICKET/TOLL BOOTHS.

Then 0.55 miles26.52 total miles
- 

7. Merge onto NY-17 W via EXIT 16 toward US-6/Harriman (Portions toll).

Then 136.07 miles162.59 total miles
- 

8. Take I-81 N toward Syracuse.

Then 53.46 miles216.05 total miles

YOUR TRIP TO:


Morrisville, NY


mapquest

13 MIN | 10.3 MI 


Est. fuel cost: \$1.03

Trip time based on traffic conditions as of 5:17 PM on December 8, 2019. Current Traffic: Light


 Print a full health report of your car with HUM vehicle diagnostics (800) 906-2501

- 

1. Start out going northeast on Lakers Ln toward Nelson St/Route 20 Scenic Byway/US-20 E/US-20 W/NY-20.

Then 0.06 miles0.06 total miles
- 

2. Turn right onto Nelson St/Route 20 Scenic Byway/US-20 E/NY-20. Continue to follow Route 20 Scenic Byway/US-20 E.

Then 10.22 miles10.29 total miles
- 

3. Morrisville, NY, Welcome to MORRISVILLE, NY.

Your destination is just past Cedar St.

If you reach Union St you've gone about 0.1 miles too far.

Use of directions and maps is subject to our [Terms of Use](#). We don't guarantee accuracy, route conditions or usability. You assume all risk of use.



From: Hilton Hotels & Resorts Confirmed noreply@h4.hilton.com  
Subject: Your Apr-20-2020 Confirmation #84166643  
Date: December 12, 2019 at 2:32 PM  
To: jameshunterdavie@me.com



Hi, James Davie  
0 Points / Member



## See you soon, James Davie

Your reservation for Apr-20-2020 has been confirmed.

Confirmation #84166643



### Hampton Inn & Suites Cazenovia



25 Lakers Ln  
Cazenovia NY 13035 US



13156557666

[Maps & Directions >>](#)

**20** MON  
APR

Check In: 3:00 PM



**11 Nights**

**1** FRI  
MAY

Check Out: 11:00 AM



[Add to Calendar](#)

### Your Room Information

Guest Name:

James Davie

Guests:

1 Adult

Rooms:

1

Room Plan:

1 KING W/FRIDGE NS

Your Rate Information

HONORS SEMI-FLEX

Rate per night

Apr-20-2020 - Apr-24-2020

124.78 USD

Apr-24-2020 - Apr-26-2020

122.21 USD

Apr-26-2020 - May-01-2020

124.78 USD

Total for Stay per Room Rate

1,367.44 USD

Taxes

164.10 USD

Total price for Stay

1,531.54 USD



[Modify Your Reservation >>](#)

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**Explore Neighborhood**

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GET POINTS.**

Earn up to 3 Points for every \$1\* spent on Lyft rides. \*Terms Apply

**LEARN MORE**

Hilton HONORS | Lyft

**WARRANT**

Warrant Reference	Warrant #	Amount
Approved for payment in the amount of	050620	\$ 117,922.48
	050720	\$ 50,792.82
	051920	\$ 390,712.09
	Total	\$ 559,427.39

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

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**TOWN OF ORANGETOWN  
FINANCE OFFICE MEMORANDUM**

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**TO:** THE TOWN BOARD  
**FROM:** JEFF BENCIK, *DIRECTOR OF FINANCE*  
**SUBJECT:** AUDIT MEMO  
**DATE:** 5/13/2020  
**CC:** DEPARTMENT HEADS



The audit for the Town Board Meeting of 5/19/2020 consists of 3 warrants for a total of \$559,427.39.

The first warrant had 61 vouchers for \$117,922 and was for utilities.

The second warrant had 11 vouchers for \$50,792 and had the following items of interest

1. NYPA (p2) - \$22,054 for streetlight project.
2. Reiner Pump Systems (p3) - \$15,306 for replacement sewer pump.

The third warrant had 95 vouchers for \$390,712 and had the following items of interest.

3. American Field Services (p2) - \$8,665 for fence and guard rail repair.
4. Arthur J. Gallagher (p4) - \$55,825 for claims servicing.
5. Charles Capasso & Sons (p6) - \$68,562 for recycling.
6. Cotter, Michael (p8) - \$7,425 for CTR inspections.
7. De Lage Landen (p9) - \$15,908 for golf cart lease.
8. Goosetown Enterprises (p14) - \$10,292 for Police equipment.
9. Hewitt Excavating (p14) - \$75,000 for River Road Sewer Repair (bonded).
10. JP Morgan Equipment Financing (p17) - \$53,828 for Energy Performance Contract.
11. Tomco Construction (p29) - \$21,012 for Homes for Heroes project.
12. Verde Electric (p30) - \$15,225 for traffic control agreements.

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

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