

2021 Orangetown Budget Presentations



Saturday, September 12, 2020 - Town Hall – Court Room 1

8:00 A.M.

(Coffee, Juices and Assorted Breads to be served)

8:00 a.m.–8:10 a.m.	Justice	Judge Loftus/Lisa Hastings
8:10 a.m.–8:40 a.m.	Highway	Jim Dean
8:40 a.m.–8:50 a.m.	Personnel	Donna Morrison
8:50 a.m.–9:20 a.m.	Parks and Recreation	Aric Gorton
9:20 a.m.–9:30 a.m.	Fire Prevention	Mike Bettmann/Doug Sampath
9:30 a.m.–9:50 a.m.	Building Department	Jane Slavin/Rick Oliver
9:50 a.m.–10:00 a.m.	COFFEE BREAK	
10:00 a.m.–10:10 a.m.	Town Clerk	Rosanna Sfraga/Joe Thomasson
10:10 a.m.–10:20 a.m.	Museum	Mary Cardenas
10:20 a.m.–10:50 a.m.	DEME	Eamon Reilly/Chris Sheehan
10:50 a.m.–11:00 a.m.	Assessor	Brian Kenney
11:00 a.m.–11:10 a.m.	Town Attorney	Rob Magrino
11:10 a.m.–11:20 a.m.	IT/Network	Anthony Bevelaqua/Matt Lenihan
11:20 a.m.–11:30 p.m.	Supervisor	Supervisor Teresa M. Kenny
11:30 a.m.–11:40 p.m.	Finance	Jeff Bencik

March 23, 2020

Ms. Jane Slavin, RA, Director, OBZPAE
Town of Orangetown
26 Orangeburg Road
Orangeburg, New York 10962

Re: Orangetown Town Hall Expansion,
Geo-technical Services Proposal (Rev 2)

Dear Ms. Slavin,

Lothrop Associates, ^{LLP} (herein referred to as LAA) is pleased to provide the Town of Orangetown a proposal for Geo-technical Investigation Services for the Project. We include the services of Tectonic – our consulting civil engineer to perform the services outlined herein. Based on a visual walk through of the site, correspondence with B-Cubed Engineering LLC (structural engineer), and our review of the design shown in the approved Design Development Drawings, we propose the following:

1.0 Scope of Services

- A. The proposed scope of services will consist of the performance of a subsurface investigation; boring inspection; laboratory soil testing; engineering analyses, and preparation of a geotechnical engineering report. The report will provide recommendations for the design and construction of the foundations of the proposed building.
- B. Based on a request from the project structural engineer, B-Cubed Engineering LLC, seven (7) borings are requested. We propose to advance all seven (7) borings through the mobilization of an ATV-mounted drill rig.
 - 1. Prepare and submit a Rockland County Department of Health (RCDOH) Resource Evaluation Well Permit. As part of the permit, the borings are required to be filled with grout after completion of work.
 - 2. Mobilize an ATV-mounted drill rig and perform seven (7) test borings, at Town designated locations, which will extend to an approximate depth of up to 30 feet below existing ground surface. Standard Penetration Testing (SPT), with split-spoon sampling, will be performed within the borings. Bedrock, if encountered, will be cored in 5-foot runs in select borings. A groundwater observation well will be installed in a boring to a depth of 20 feet below existing ground surface.
 - 3. Provide Ground Penetrating Radar (GPR) services to help to identify any obstructions in the areas of the proposed borings
- C. Provide field inspection services with an engineering geologist or geotechnical engineer under the purview of a professional engineer to locate the borings, perform visual inspection and logging of the borings, obtain samples for laboratory testing, take groundwater readings, and modify the subsurface investigation program as conditions warrant.
- D. Perform laboratory testing of soil samples as deemed necessary to help assist in establishing engineering characteristics of the soils encountered. Testing may include gradation analyses and Atterberg Limits.
- E. Perform a geotechnical engineering evaluation of the subsurface conditions and laboratory test results as they relate to design and construction of the proposed site improvements.
- F. Prepare a geotechnical engineering report, signed and sealed by a licensed professional engineer in the State of New York, with the following data:
 - 1. Boring location plan.
 - 2. Subsurface soil, rock and groundwater data presented on 8-1/2 by 11-inch log forms.
 - 3. Laboratory test results.

4. Recommendations for support of proposed improvements, including "net" soil allowable bearing pressures, bearing elevations, shallow or deep foundation design, and anticipated total and differential settlements.
 5. Recommendations for pile or other deep foundation system as appropriate depending on the subsurface conditions encountered.
 6. Foundation subgrade preparation procedures necessary to utilize the recommended allowable bearing capacity.
 7. Anticipated groundwater level and recommendations for permanent control of groundwater, if necessary.
 8. Coefficients of lateral earth pressure, base friction, and unit weight of soil for design of below-grade walls.
 9. Underpinning recommendations, if required.
 10. Slab-on-grade recommendations.
 11. Suitability of on-site materials for fill, recommended material type for imported fill and compaction procedures/requirements to achieve stable engineered fills.
 12. Appropriate seismic site coefficients and discussions on the liquefaction potentials of the subsurface soils as required by the New York State Building Code.
- G. Provide support during the design development phase, as needed.
- H. Attend site meetings as requested by the Town.

2.0 Limitations of Service:

- A. Scope of services and estimated fee assume that the site is accessible to an ATV-mounted drill rig. Upon completion, the borings will be grouted as per the RCDOH.
- B. Our scope of services is limited to those described under Item 1.0. All permit application fees, Municipal fees, escrow payments, etc. shall be the responsibility of the Town. Revising the documents as requested by the Town, regulatory entities, the various stakeholders, or the Town are not included. If documentation not within the scope described above is required during this process, additional fees will be required. The scope of work and estimated fee related to additional work will be discussed and agreed upon with the Town before proceeding.
- C. The Town shall coordinate opening of gates and removal of parked cars and any obstructions for drill rig access, including but not limited to snow, debris, trees, vegetation, and dumpsters
- D. Meeting attendance and regulatory liaison services are not included in our scope of services. Except as specified, revisions to the documents prepared under the scope of work above as requested by the various regulatory agencies or the Town are not included. If documentation not included in 1.0 above is required during the review by these entities, this scope will also constitute additional work. The actual scope of work and associated estimated fee related to the additional work will be discussed and agreed upon with the Town before proceeding.
- E. Changes to the project design or scope during the prosecution of the work contained in this proposal after LAA receives initial direction from the Town will constitute additional work. A revised scope of work and estimated fee related to additional effort will be discussed and agreed upon with the Town before proceeding.
- F. It is assumed that all work will be performed during normal business hours (Monday through Friday 7:00 AM - 5:00 PM). A premium of 1.75 times the normal billing rate will be charged for time in excess of 8 hours per day, after hours or on holidays or weekends.
- G. The Town agrees to be informed of, and come to an agreement upon, the scheduled start date of drilling, provided by LAA, via electronic mail (email). Once an agreed upon scheduled start date of drilling has been established, the Town must notify LAA of any request for cancelation, via email, at least two business days in advance of the start of drilling or a \$500.00 late cancellation fee will be charged.
- H. LAA and Tectonic's drilling and excavation contractor will contact Dig Safely New York and request a one-call utility mark-out. The Town must provide any available plans showing the locations of all known existing underground utilities. LAA will not be responsible for damage and repair of undocumented underground utilities and/or the hardships incurred.
- I. Scope of services and fees for estimated days of drilling and field inspection assumes subsurface soils are free of oversized obstructions, which include, but are not limited to, tires, boulders, blast rock, brick wall, and reinforced concrete slab and previously installed foundation remnants. These materials, if encountered, will reduce drilling production and likely require additional days of drilling and field inspection in order to complete the proposed
- J. quantity and depth of borings. Also, an additional day of drilling may be required to deepen the borings if warranted by poor soil conditions. If additional days of drilling and field inspection are required, LAA will notify the Town and not proceed until authorization is provided.
- K. Scope of services and estimated fees do not include supplemental reports, multiple revisions or evaluations; review of meeting minutes; r construction phase services.

- L. Scope of Services assumes that the Town can provide a signed ST-124- Certificate of Capital Improvement form. If form cannot be provided, applicable sales tax will be added to the subcontracted drilling costs.
- M. Deliverables will be in electronic format (PDF) unless otherwise arranged.
- N. LAA and their sub-contractors will assume no liability for project delays, extra costs, or any and all claims associated in general accordance with applicable regulations or Town direction.

3.0 Schedule:

- A. Based on Notice to Proceed (NTP), the following estimated schedule is offered.
 - 1. Mobilization of Drilling Equipment NTP + 4 weeks
 - 2. Completion of Field Work NTP + 5 weeks
 - 3. Completion of Geotechnical Report NTP + 8 weeks

4.0 Compensation and Payments:

For the services listed above we propose an estimated Lump Sum Fee of Twenty-Nine Thousand Eight Hundred Forty Dollars and Zero Cents (\$29,840.00). This estimated Lump Sum is itemized as follows:

Geo-Technical Investigation				
Item No.	Description	Unit Price	Estimated Quantity	Extension
1.0.B.1	Services to procure RCDOH Permit	\$1,500.00 / L.S.	1	\$1,500.00
1.0.B.2	Mobilization of an ATV-Mounted Drill Rig	\$575.00 / L.S.	1	\$575.00
1.0.B.2	Drilling in soil with an ATV-Mounted Drill Rig (Base)	\$3,350.00 / day	3	\$10,050.00
1.0.B.2	Drilling in soil with an ATV-Mounted Drill Rig (Prevailing Wage Differential)	\$875.00 / day	3	\$2,625.00
1.0.B.2	Grout	\$6.00 / L.F.	190	\$1,140.00
1.0.B.2	Ground Water Observation Well	\$1,075 / each	1	\$1,075.00
1.0.B.3	GPR	\$2,300 / L.S.	1	\$2,300.00
1.0.C	Field Inspection of Borings	\$1,075 / each	3	\$3,225.00
1.0.D	Laboratory Services	Gradation \$75 / each	3	\$225.00
1.0.D	Laboratory Services	Atterberg \$75 / each	3	\$225.00
1.0.E&F	Geo-technical Engineering Analyses and Report	\$6,900 / L.S.	1	\$6,900.00
1.0.G	Design Development Support	Hourly Rates per Hourly Rate Tables Listed Below with a Not-to-Exceed of \$5,000.00	To Be Determined (T.B.D.)	T.B.D.
1.0.H	Site Meetings	Hourly Rates per Hourly Rate Tables Listed Below	To Be Determined (T.B.D.)	T.B.D.
Total Estimated Fee for Items/Quantities Listed Above (does not include Items 1.0.G and 1.0.H)				\$29,840.00

Items listed as "To Be Determined (T.B.D)" are in addition to the estimated Lump sum Fee listed above. Upon completion of respective T.B.D. tasks, the fee/cost for such task will be added to the Lump Sum Fee listed above. Additional requested services will be provided on a time-and-materials basis in accordance with the hourly rates provided below upon approval from the Town.

Lothrop Associates ^{LLP}

Partner	\$250.00 / hr
Associate / Project Director	\$220.00 / hr
Senior Project Manager	\$180.00 / hr
Project Manager	\$145.00 / hr
Design Technical	\$100.00 / hr
Clerical	\$ 75.00 / hr

Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C. (Tectonic)

Executive Vice President	\$235.00 / hr
Manager of Geotechnical Services	\$205.00 / hr
Senior Project Manager/Engineer	\$175.00 / hr
Project Manager	\$145.00 / hr
Staff Engineer	\$110.00 / hr
Senior CAD Designer	\$ 95.00 / hr
Geologist	\$ 85.00 / hr
Administrative Assistant	\$ 65.00 / hr

Reimbursable Expenses

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

Reimbursable Expenses Rate:

Photocopies:	\$0.10 per 8 h" x 11" sheet
Travel:	\$0.57 per mile (or current IRS rate)
Tolls:	Cost
Color Prints - A Size:	\$3.50 per plan sheet
Color Prints - B Size:	\$5.50 per plan sheet
Overnight Mail (e.g. FedEx):	1.10% of cost

If this proposal meets with your approval, we will prepare an amendment to our standing agreement for the Project, upon execution of which, all terms and conditions will apply to the Scope of Services proposed herein. Thank you for the opportunity to submit our proposal. Should you have any questions or require any further information, please don't hesitate to call.

Thank you.

Sincerely,



Bob Gabalski, AIA
Partner

April 4, 2020

Ms. Jane Slavin, RA, Director, OBZPAE
Town of Orangetown
26 Orangeburg Road
Orangeburg, New York 10962

Re: Orangetown Town Hall Expansion (the Project),
IT Proposal (Rev 1)

Dear Ms. Slavin,

Lothrop Associates, ^{LLP} (herein referred to as LAA) is pleased to provide the Town of Orangetown a revised proposal for design, bidding and construction phase services for the IT system for the Project. We include the services of CBK – our consulting electrical and mechanical engineer to perform the services outlined herein. The following outlines the scope of the additional services related to the design of the IT system (local Area Network), for the above project:

1.0 Scope of Services

The scope of services is the Design of the wiring and remote IT closet switches for the Orangeburg Town Hall Addition building.

A. Design Phase Services:

1. IT system/Local Area Network (LAN): We will design
 - a. A Local Area Network, Data Communications network to connect computer and printers within the addition.
 - b. A wired Ethernet system based on CAT 6A cabling and RL45 data jacks.
 - c. A limited wireless (WiFi) system.
 - d. Data jack locations.
 - e. A main IT/Data Room/Closet. The design will include patch bays and switches required to accommodate remote closet locations. Fiber optic backbone and media converters are not anticipated, but will be evaluated. IT/data equipment in the main IT/data room/closet is limited to the equipment rack(s) and patch panels sized to accommodate the cat 6A cabling into the room.
 - f. Electrical Power Distribution Units (PDUs) and devices specific to IT DATA system and as required to accommodate equipment racks in the main IT/data room(s)/closet(s).
 - g. Electrical bonding to the building of the IT/Data equipment in the main IT/data room/closet.
 - h. Emergency power off (EPO) system for the main IT/data room/closet.
 - i. Rack mounted UPS systems for the main IT/data room/closet, which will be based on equipment loads and specifications provided by the owner.
 - j. Overhead horizontal ladder racking for IT/Data cabling in the main IT/data room/closet.
 - k. Electrical devices (i.e., UPS, peripheral servers, etc.) to accommodate remote closet it/data equipment.
 - l. Air Conditioning and Ventilation system for the IT/Data room(s)/closet(s) to provide coverage 24 hours per day/365 days per year.

B. Bidding Phase Services:

1. IT system/Local Area Network (LAN): We will:
 - a. Prepare bid documents and specifications suitable for public bidding.
 - b. Attend and conduct a pre-bid conference.
 - c. Distribute plans and bid documents to interested bidders
 - d. Prepare and maintain a plan holder's list.
 - e. Prepare written responses to questions from bidders.
 - f. Prepare addenda.
 - g. Evaluate bids based upon bidders' qualifications, compliance with bid requirements and price
 - h. Prepare a recommendation for award.

C. Construction Phase Services:

1. IT system/Local Area Network (LAN): We will:
 - a. Attend and conduct a Pre-Construction meeting.
 - b. Conduct regular construction progress meetings.
 - c. Coordinate, review and process all Submittals, Shop Drawings, Requests for Payment, Change Orders, etc.
 - d. Maintain a log of all Submittals, Requests for Payment, Change Orders, etc.
 - e. Provide direction and written response to questions and concerns from the contractor in resolution of problems.
 - f. Monitor construction progress, cost, and general conformance with the contract documents throughout the construction process.
 - g. Perform a Substantial Completion Inspection.
 - h. Coordinate and prepare a punch list.
 - i. Prepare and issue a Certificate of Substantial Completion.
 - j. Visit the project site to check completion of punchlist.
 - k. Issue a certified final application for payment.

2.0 Compensation:

For Design, Bidding and Construction Phase Services listed above, we propose a Lump Sum Fee of Thirty-Five Thousand Dollars and Zero Cents (\$ 35,000.00). This Lump sum Fee shall be itemized as follows:

A. Design Phase Services:	70% of total fee	\$24,500.00
B. Bidding Phase Services:	5% of total fee	\$1,750.00
C. Construction Phase Services:	25% of total fee	\$8,750.00
D. Total Fee	100%	\$35,000.00

Reimbursable Expenses

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

Reimbursable Expenses Rate:

Photocopies:	\$0.10 per 8 h" x 11" sheet
Travel:	\$0.57 per mile (or current IRS rate)
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Color Prints - B Size:	\$5.50 per plan sheet
Overnight Mail (e.g. FedEx):	1.10% of cost

3.0 Qualifications, Exclusion and Assumptions:

1. General
 - a. Proposal is based on work indicated above only.
 - b. System software design and/or selection is excluded.
 - c. Structural design work is excluded.
 - d. Environmental (Hazardous Materials) work is excluded.

- e. Filing for permit is assumed to be the Contractor's responsibility and is excluded.
 - f. Commissioning, provisioning, servers, routers, gateway, firewalls are excluded.
 - g. System design is limited to distribution.
 - h. Cellular and/or cellular distributed antenna system (DAS) design is excluded.
 - i. Design of data processing equipment is excluded.
- 2. IT
 - a. If specific main room rack mounted equipment is not specified generic UPS unit(s) will be specified.
 - 3. HVAC
 - a. Design of air conditioning and ventilation systems for the main IT/data room/closet is included in the Scope of Services under our current Agreement.
 - 4. Fire suppression system:
 - a. Design of Standard wet type fire sprinklers in the IT room closet is included in the Scope of Services under our current Agreement. Fire suppression does not include dry type/chemical systems.

If this proposal meets with your approval, we will prepare an amendment to our standing agreement for the Project, upon execution of which, all terms and conditions will apply to the Scope of Services proposed herein. Thank you for the opportunity to submit our proposal. Should you have any questions or require any further information, please don't hesitate to call.

Thank you.

Sincerely,

A handwritten signature in black ink that reads "Bob Gabalski". The signature is written in a cursive, flowing style.

Bob Gabalski, AIA
Partner

March 23, 2020

Ms. Jane Slavin, RA, Director, OBZPAE
Town of Orangetown
26 Orangeburg Road
Orangeburg, New York 10962

Re: Orangetown Town Hall Expansion (the Project)
SEQRA Process Proposal (Rev 2)

Dear Ms. Slavin,

Lothrop Associates, ^{LLP} (herein referred to as LAA) is pleased to provide the Town of Orangetown a proposal for the SEQRA Process for the Project. We include the services of Tectonic – our consulting civil engineer, and their sub-consultant – Dynamic Traffic to perform the services outlined herein.

1.0 Scope of Basic Services

The following is a detailed scope for our proposed additional environmental engineering services for the project as currently envisioned:

A. SEAF PART 2

1. LAA, Tectonic, and Dynamic Traffic will assess the feasibility of the proposed project in relation to the required level of environmental review. Part I of the Short Environmental Assessment Form (EAF) is being completed as part of the original scope of work, under the existing contract. As such, it is assumed that the appropriate level of review for the project will remain a Short EAF. We will complete Part 2 of a Short Environmental Assessment Form (EAF) for review by the lead agency in accordance with SEQR in order to assess the potential environmental impact of the proposed project. Based upon an initial review of the proposed project, it is our understanding that a Traffic Impact Study will be required to supplement Part 2 of the Short EAF.

B. SEAF Part3-Traffic Impact study

1. We will mobilize Dynamic Traffic, a specialized traffic engineering and transportation planning firm, to complete a Traffic Impact Study, for Part 3 of the Short EAF, which will assess the impact of the project's traffic on the surrounding area. It will also evaluate the proposed plan in terms of access and circulation needs. The study will include the following:
2. Conduct a field inspection to obtain an inventory of existing roadway geometry, traffic control, and location and geometry of adjacent driveways and intersections as may be gathered without an instrument survey. Determination of existing peak hour traffic demands as well as area traffic patterns. Recording of traffic volume, to be conducted during the weekday morning and afternoon peak hours at key intersections in the surrounding area. The intersections to be studied are as follows:
 - a. Orangeburg Road and Dutch Hill Road
 - b. Orangeburg Road and Right Turn into Town Hall Driveway on Orangeburg Road
 - c. Dutch Hill Road and Full Access Driveway into Town Hall Property

A trip generation comparison will be conducted between the existing Town Hall and the proposed Town Hall. Capacity analyses will be conducted to obtain existing and projected peak hour capacities and to define existing and projected levels of service.

C. Meetings (Basic Services)

1. Traffic Engineer Public Hearings: As may be required, we will provide professional services associated with expert testimony and hearing presentation. Services include testimony and travel time up to a total of five hours of cumulative billable time.

D. Meetings (Additional Services)

1. Traffic Engineer Public Hearings: Additional time in excess of five hours will be billed on a time and materials basis. Services associated with hearing preparation and pre-hearing meetings will be billed in accordance with the hourly rate schedule as included herein.
2. Traffic Engineer Meetings, Consultations and Correspondence: The intensity, methods and frequency of communications required for a project varies from Town to Town and project to project but is essential to expediting the project successfully. Meetings and generation of Meeting Memorandums Correspondence and coordination of governmental agencies Review and address agency review letters Preparation for Meetings or Hearings All meetings, consultations and correspondence as noted above will be billed in accordance with the hourly rate schedule.

E. SEQRA Negative Declaration

1. LAA, Tectonic, and Dynamic Traffic assumes that the completed Short EAF, Parts I, 2 and 3 (Traffic Impact Study) will indicate that the project will have no adverse environmental impacts and not require further review, such as preparation of a Visual EAF Addendum or an Environmental Impact Statement (EIS). The EAF will be submitted to the Lead Agency for their review and circulation with involved agencies. We assume this will be sufficient for us to support the Town with the preparation of a Negative Declaration.

2.0 Limitations of Service:

- A. Our scope of services is limited to those described under Item 1.0. All permit application fees, Municipal fees, escrow payments, etc. shall be the responsibility of the Town. Revising the documents as requested by the Municipality, regulatory entities, the various stakeholders, or the Town are not included. If documentation not within the scope described above is required during this process, additional fees will be required. The scope of work and estimated fee related to additional work will be discussed and agreed upon with the Town before proceeding.
- B. Meeting attendance and regulatory liaison services are not included in our scope of services. Except as specified, revisions to the documents prepared under the scope of work above as requested by the various regulatory agencies or the Town are not included. If documentation not included in 1.0 above is required during the review by these entities, this scope will also constitute additional work. The actual scope of work and associated estimated fee related to the additional work will be discussed and agreed upon with the Town before proceeding.
- C. Changes to the project design or scope during the prosecution of the work contained in this proposal after LAA, Tectonic, and Dynamic Traffic receives initial direction from the Town will constitute additional work. A revised scope of work and estimated fee related to additional effort will be discussed and agreed upon with the Town before proceeding.
- D. It is assumed that all work will be performed during normal business hours (Monday through Friday 7:00 AM - 5:00 PM). A premium of 1.75 times the normal billing rate will be charged for time in excess of 8 hours per day, after hours or on holidays or weekends.
- E. Deliverables will be in electronic format (PDF) unless otherwise arranged.

- F. LAA, Tectonic, and Dynamic Traffic will assume no liability for project delays, extra costs, or any and all claims associated in general accordance with applicable regulations or Town direction.

3.0 Schedule

Under our current schedule, LAA, TECTONIC AND DYNAMIC TRAFFIC can commence our scope within one (1) week of receiving signed authorization, records, and system operation data. The project would then proceed as follows:

SEQRA Review: 2 Months After receipt of Notice to Proceed (NTP)

Review times for regulatory agencies are not within our control, but we will ensure timely submittals and responses. For the purposes of this proposal, we have assumed that the entire scope can be completed in less than three (3) months. If the scope of work quoted herein remains incomplete after three (3) months from the date of authorization, additional fees may be required and authorization to continue will be obtained from the Town prior to proceeding.

4.0 Compensation and Payments

For the SEQRA Process Basic Services listed above, we propose a Lump Sum Fee of Seventeen Thousand Five Hundred Seventy-Five Dollars and Zero Cents (\$17,575.00). This Lump Sum Fee is itemized as follows:

Item No.	Description	Fee	Estimated Quantity	Extension
1.A.1	SEAF Part 2	\$3,500.00 / each	1	\$3,500.00
1.B.1&2	SEAF Part 3 - Traffic Impact Study	\$9,500.00 / each		\$9,500.00
1.C.1	Meetings - Traffic Engineer Public Hearings	\$2,775.00 / each	1	\$2,775.00
1.D.1&2	Meetings - Traffic Engineer Meetings, Time and Materials Service Correspondence and Consultations.		(See Hourly Rates Below)	
1.E.1	SEQRA Negative Declaration	\$1,800.00 / each	1	\$1,800.00
Total Basic Services Fee:				\$17,575.00

Traffic Engineer Meetings, Consultations and Correspondence Rate Schedule:

Partner	\$250.00
Associate / Project Director	\$220.00
Senior Project Manager	\$180.00
Licensed Professional Engineering Senior Principal	\$270.00
Licensed Professional Engineering, Principal	\$240.00
Licensed Professional Engineering, Project Manager	\$195.00
Project Manager	\$180.00
Project Engineer	\$165.00
Senior Design Engineer	\$150.00

Reimbursable Expenses

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

Reimbursable Expenses Rate:

Photocopies:	\$0.10 per 8 h" x 11" sheet
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Overnight Mail (e.g. FedEx):	1.10% of cost

If this proposal meets with your approval, we will prepare an amendment to our standing agreement for the Project, upon execution of which, all terms and conditions will apply to the Scope of Services proposed herein. Thank you for the opportunity to submit our proposal. Should you have any questions or require any further information, please don't hesitate to call.

Thank you.

Sincerely,

A handwritten signature in black ink that reads "Bob Gabalski". The signature is written in a cursive, flowing style.

Bob Gabalski, AIA
Partner



TOWN ATTORNEY'S OFFICE

INTER-OFFICE MEMORANDUM

DATE: June 30, 2020

TO: Rosanna Sfraga, Town Clerk (with originals)

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

FROM: Dennis D. Michaels, Deputy Town Attorney

RE: Certificate of Plumbing Registration (Sewer Work) 2020

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

TAL Services LLC
176 Erie Street W
Blauvelt, NY 10913
Tel.: 914-403-2758

This Certificate of Registration has been placed on the next Regular Town Board Meeting agenda scheduled for July 7, 2020.

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

encl.

**COVENANT, HOLD HARMLESS AND
INDEMNIFICATION AGREEMENT**

THIS COVENANT, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT (this “Agreement”) made as of this ____ day of July, 2020, by and between Sorce Assumma & Shankey Funeral Home at 34 N. Summit St., Pearl River, NY, the parties of the first part, and the **TOWN OF ORANGETOWN**, a Municipal Corporation, having an address at Town Hall, 26 Orangeburg Road, Orangeburg, New York 10962, the party of the second part.

RECITALS:

WHEREAS, the party of the first part represents and warrants that it is the owner in fee simple of premises more particularly described in Schedule “A” annexed hereto and forming a part hereof, and known as and by street address number: 34 N. Summit St., Pearl River, NY, in the Town of Orangetown, County of Rockland, and being designated on the Orangetown Tax Map as Section 68.19, Block 2, Lot 15 (the “premises”), and the party of the second part has a right-of-way on which the party of the first part has constructed a canopy from the road edge; said right-of-way being as depicted on 34 N. Summit St., Pearl River, NY; and

WHEREAS, the party of the first part had erected the canopy without seeking approval, a permit, or consent from the any Town Department, agency or Board; and

WHEREAS, the party of the first part wishes said canopy to continue to remain within the party of the second part’s right-of-way as it presently does so as to continue the present beneficial nature of same, from both an economic and aesthetic standpoint to the party of the first part; and

WHEREAS, the party of the second part is agreeable to granting the party of the first part a revocable license in order to maintain, and continue to maintain, said canopy within the right-of-way, on the express condition that an agreement, running with the land, is made, in

recordable form, which provides, *inter alia*, that: (1) the party of the first part will, upon receipt of written notice (“Notice”) from the party of the second part, remove or cause to be removed, the said canopy within a reasonable period of time thereafter, but, in no event later than thirty (30) days following the date of the Notice; (2) the party of the second part will not, as a result of, or in connection with, or related to, incur any liability in or any responsibility for the removal, upkeep, repair, replacement, restoration and/or maintenance of the said canopy; (3) the party of the first part will not assert against the party of the second part any relinquishment or abandonment, or claims thereof, or other estate, interest and/or rights held by the party of the second part in or to the right-of-way, or any part thereof; and (4) the party of the first part agrees, at its sole cost and expense, to indemnify and hold harmless and defend the party of the second part from and against any and all liability or responsibility, resulting from, or in connection with, or related to, the removal, upkeep, repair, replacement, restoration and/or maintenance of the said canopy, or claims thereof.

WITNESSETH:

NOW, THEREFORE, in consideration of One Dollar(\$1.00) paid by the party of the first part to the party of the second part, the receipt of which is hereby acknowledged, the foregoing Recitals (the “Recitals”) and or other good and valuable consideration, the parties hereto, intending to be legally bound, hereby agree as follows:

FIRST: All of the Recitals are, by this reference thereto, incorporated herein with the same force and effect as if repeated herein in their entirety.

SECOND: Subject to the terms and conditions herein set forth, the party of the second part hereby creates and grants to the party of the first part a revocable license over and across the right-of-way for the purposes of maintaining and continuing to maintain, in its present location, the party of the first party’s existing canopy as shown or depicted on survey prepared by Robert E. Sorace, PLS, dated September 23, 2019 and revised January 31, 2020 and which the party of the first part acknowledges and agrees does encroach upon the party of the second part’s right-of-way.

THIRD: The party of the first part hereby understands and expressly agrees that the license created or granted it hereby by the party of the second part is revocable and can be revoked at any time, with or without cause, by the party of the second part, upon giving Notice to the party of the first part, at the address first above written. In the event that the party of the second part gives Notice to the party of the first part that it elects to revoke this license and requires that the said canopy be removed, then the party of the first part will remove or cause to be removed, the said canopy from the right-of-way, at the sole cost and expense of the party of the first part (i) within the period of time given or prescribed in the Notice, or (ii) if no period of time is given or prescribed in the Notice, then within a reasonable period of time following the party of the first part's receipt of the Notice, but, in any event, within thirty (30) days as measured from the date of the Notice.

FOURTH: The party of the first part acknowledges, understands and agrees that the revocable license herein granted to it by the party of the second part shall be deemed revoked as of the date of the Notice and that any period of time given or prescribed in the Notice or as provided herein, within which the said canopy is to be so removed from the right-of-way is solely for the purpose of accommodating the party of the first part in so doing, but the party of the first part shall remain, nevertheless, liable hereunder until, and unless, released from liability hereunder by the Town of Orangetown. Upon the party of the first part's failure to remove the said canopy from the right-of-way within the applicable period given or prescribed herein, then the party of the second part may, but shall not be obligated, to remove, or cause to be removed, the said canopy from the right-of-way at any time thereafter without further notice, at the sole cost and expense of the party of the first part, which cost and expense shall be payable, upon demand, by the party of the first part and creates a lien upon the premises in favor of the party of the second part until paid in full by the party of the first part.

FIFTH: The party of the first part agrees to indemnify and hold harmless and defend the party of the second part from any and all liability or responsibility in connection with, or related to, the said canopy and/or this Agreement, including, without limitation, any claims, proceedings, legal fees, and any and all liability and responsibility in connection therewith or

related thereto, and any damage or injury to the right of way area and/or the premises which may be the result of, or attributable to, any damage or injury caused by the party of the second part, its employees and/or agents due to the failure or timely failure of the party of the first part to act hereunder or comply herewith, or with any Notice given it, in accordance with, or pursuant to, or as contemplated by the provisions of this Agreement and which are the express obligation hereunder on the part of the party of the first part to perform and/or which result, directly or indirectly, from the exercise by the party of the second part of its rights under, or related or incidental to, the right-of-way.

SIXTH: The party of the first part agrees not to assert against the party of the second part any relinquishment or abandonment, or claims thereof, or other estate, interest and/or rights held by the party of the second part in or to the right of way, or any part thereof, and further agrees that the revocable license hereby created or granted to it by the party of the second part neither impairs nor diminishes any of the rights afforded to the party of the second part by virtue of the right of way.

SEVENTH: This Agreement shall be binding upon the party of the first part, its successors and/or assigns and shall inure to the benefit of the party of the second part, its successors and/or assigns.

IN WITNESS WHEREOF, the parties hereto have signed and sealed, or caused to be signed and sealed by their duly authorized representatives, this instrument as of the date first above written.

By: _____
(Name)

(Title)

TOWN OF ORANGETOWN

By: _____
(Name)

(Title)

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

On the _____ day of July in the year 2020 before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

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

On the _____ day of July, 2020, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he/she resides in _____, New York; that he/she is the _____ of the Town of Orangetown, the municipality described in and which executed the foregoing instrument; that he/she knows the seal of said municipality; that the seal so affixed to said instrument is such seal; that it was so affixed by order of the Town Board of the Town of Orangetown, and that he/she signed his/her name thereto by like order.

Notary Public

Atlantic Specialty Insurance Company

BOND

Bond Number: 800070911

KNOW ALL MEN BY THESE PRESENTS, that, the undersigned, Wyandanch Washington Realty LLC, having an address at 68 Woods Rd., Palisades, New York 10964, as Principal, (hereinafter the "Principal") and **Atlantic Specialty Insurance Company** with a principal place of business for the state of New York at One State Street Plaza, 31st Floor New York NY 10004 as "Surety," are held and firmly bound unto the TOWN OF ORANGETOWN, a municipal corporation organized and existing under and pursuant to the laws of the State of New York, having its office at Town Hall, 26 Orangeburg Road, Orangeburg, New York 10962, as Obligee (hereinafter the "Obligee") in the sum of **ONE HUNDRED TWO THOUSAND NINE HUNDRED SIX (\$102,906.00) Dollars**, good and lawful money of the United States of America, for the payment of which the Principal binds itself and its successors and/or assigns for the sole and exclusive benefit of the Obligee, firmly by these presents.

SIGNED, sealed and dated as of this 22 day of June, 2020.

WHEREAS, the Planning Board of the Town of Orangetown (the "Planning Board") has heretofore approved a subdivision plan in PB# 18-32 for a proposed subdivision to be known as the "Bergson Subdivision," in accordance with Article 16 of the Town Law of the State of New York and Chapter 21 of the Land Development Regulations of the Town of Orangetown; the site of which is located at 56 Woods Road, in the hamlet of Palisades, Town of Orangetown, County of Rockland, New York and shown on the Orangetown Tax Map as Section 78.18, Block 1, Lots 3.1 and 3.2 in a R-80 zoning district (hereinafter sometimes referred to as the "subdivision" or "subdivision plan"), and

NOW, THEREFORE, the condition of this Obligation is such that if the Principal shall well truly, prior to the 17th day of June 2021,

- (a) Install the public sewer facilities as shown on the survey of the subdivision plan in accordance with the requirements of the Town of Orangetown
- (b) Maintain improvements and all sewer facilities for such period of time from the date of completion to the formal acceptance of maintenance thereof by Resolution of the Town Board of the Town of Orangetown, including compliance with any conditions set forth in any said Resolution, if any;
- (c) Pay the cost of the construction of the sewer facilities and all other related improvements which may be dedicated to the Town of Orangetown;
- (d) If required by virtue of the adoption of a Resolution by the Town Board of the Town of Orangetown, dedicate, by appropriate instruments, and to the extent applicable, the improvements and sewer facility inducing all required easements and/ or conveyances depicted on, or contemplated by, the subdivision plan, if any, to the town of Orangetown free and clear of all liens and encumbrances;
- (e) Furnish the Department of Environmental Management and Engineering of the Town of Orangetown with cloth tracing and two (2) white prints showing the sanitary sewer system and facilities, as built, and if any, the location of all spurs and details of any pumping stations or appurtenances thereto, together with as built plans of all underground electric, gas, telephone, water lines and conduits, street lighting standards and fire hydrants, if any;
- (f) To comply with all of the requirements of the various departments, divisions, boards and/ or agencies of the Town of Orangetown having jurisdiction of the sewer facility;

THEN THIS OBLIGATION to be null and void upon, and only upon, the adoption of a formal Resolution by the Town Board of the Town of Orangetown releasing the Principal from its obligations hereunder; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the Principal has caused this Bond to be executed as of this 22nd day of June, 2020.

Wyandanch Washington Realty LLC

By: Simon Bergson, Managing Member

ATLANTIC SPECIALTY INSURANCE COMPANY

By: WILLIAM J. PEDERSEN
Attorney-In-Fact

UNIFORM FORM CERTIFICATE OF ACKNOWLEDGEMENT


STATE OF NEW YORK
COUNTY OF NEW YORK

SS:

On this 22nd day of June in the year 2020, before me, a Notary Public in and for said County, personally appeared WILLIAM J. PEDERSEN, personally known to me, who being by me duly sworn, did say that he is the aforesaid Attorney-in-Fact of the ATLANTIC SPECIALTY INSURANCE COMPANY of New York, New York, a corporation duly organized and existing under the laws of the State of New York, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the said instrument was signed, sealed and executed in behalf of said corporation by authority of its Board of Directors, and further acknowledge that the said instrument and the execution thereof to be voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal the day and year last above written.

Neil P. Pedersen
Notary Public, State of New York
No. 01-PE6236258
Qualified in New York County
Commission Expires February 28, 2023



UNIFORM FORM CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF NEW YORK
COUNTY OF ROCKLAND

SS:

On the 26th day of June in the year 2020, before me, the undersigned personally appeared Simon Bergson 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 the individual acted, executed the instrument.


Notary Public

Richard S. Pakola
Notary Public, State of New York
No. 02PA6163640
Qualified in Rockland County
Commission Expires March 26, 2023

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **William J. Pedersen, Neil P. Pedersen**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **sixty million dollars (\$60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-ninth day of April, 2019.

STATE OF MINNESOTA
HENNEPIN COUNTY

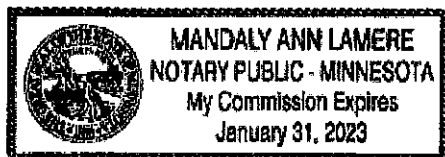


By

Paul J. Brehm

Paul J. Brehm, Senior Vice President

On this twenty-ninth day of April, 2019, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Mandaly Ann Lamere

Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 22 day of June, 2020



This Power of Attorney expires
January 31, 2023

Christopher V. Jerry

Christopher V. Jerry, Secretary



Atlantic Specialty Insurance Company

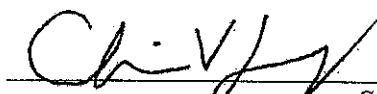
Period Ended 12/31/2019

Dollars displayed in thousands

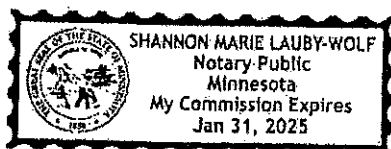
Admitted Assets		Liabilities and Surplus	
Investments:		Liabilities	
Bonds	\$ 1,219,332	Loss Reserves	\$ 750,516
Preferred Stocks	-	Loss Adjustment Expense Reserves	243,193
Common Stocks	791,167	Total Loss & LAE Reserves	993,709
Mortgage Loans	-		
Real Estate	-	Unearned Premium Reserve	520,053
Contract Loans	-	Total Reinsurance Liabilities	17,081
Derivatives	-	Commissions, Other Expenses, and Taxes due	40,497
Cash, Cash Equivalents & Short Term Investments	62,383	Derivatives	-
Other Investments	17,350	Payable to Parent, Subs or Affiliates	-
Total Cash & Investments	2,090,232	All Other Liabilities	165,932
		Total Liabilities	1,737,252
Premiums and Considerations Due	261,176		
Reinsurance Recoverable	51,892	Capital and Surplus	
Receivable from Parent, Subsidiary or Affiliates	21,005	Common Capital Stock	9,001
All Other Admitted Assets	59,800	Preferred Capital Stock	-
Total Admitted Assets	2,484,105	Surplus Notes	-
		Unassigned Surplus	49,392
		Other Including Gross Contributed	688,460
		Capital & Surplus	746,853
		Total Liabilities and C&S	2,484,105

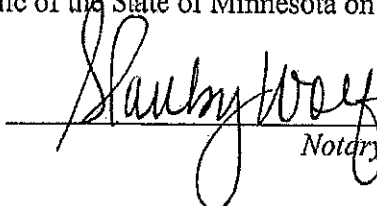
State of Minnesota
County of Hennepin

I, Christopher Jerry, Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said OneBeacon Insurance Company, on the 31st day of December, 2019, according to the best of my information, knowledge and belief.


Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Minnesota on this 27th day of February, 2020.




Notary Public

PB #19-78: Bergson Subdivision Plan Tracking # 19-11-78.18:1:3.1
Recommendation to the Town Board
To Establish the Term and Value of the Performance Bond

Town of Orangetown Planning Board Decision
December 11, 2019
Page 1 of 2

TO: Jay Greenwell, 85 Lafayette Avenue, Suffern, New York
FROM: Orangetown Planning Board

RE: Bergson Subdivision Plan: The application of Jay Greenwell, applicant, for a Recommendation to the Town Board to Establish the Term and Value of the Performance Bond, at a site known as "**Bergson Subdivision**", 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 21 of the Code of the Town of Orangetown. The site is located at 56 Woods Road, Palisades, Town of Orangetown, Rockland County, New York, and as shown on the Orangetown Tax Map as Section 78.18, Block 1, Lot 3.1 & 3.2 in the R-80 zoning district.

Heard by the Planning Board of the Town of Orangetown at a meeting held **Wednesday, December 11, 2019**, the Board made the following determinations:

Jay Greenwell appeared and testified.

The Board received the following communications:

1. Project Review Committee Report dated December 4, 2019.
2. Interdepartmental memorandum from the Office of Building, Zoning, Planning Administration and Enforcement, Town of Orangetown, signed by Jane Slavin, R.A., A.I.A., Director, dated December 9, 2019.
3. Interdepartmental memorandum from the Department of Environmental Management and Engineering (DEME), Town of Orangetown, signed by Bruce Peters, P.E., dated November 6, 2019.

The Board reviewed the submitted plans. The hearing was then opened to the Public.

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

TOWN CLERK'S OFFICE

2020 JAN - 3 A 9 58

TOWN OF ORANGETOWN

PB #19-78: Bergson Subdivision Plan Tracking # 19-11-78.18:1:3.1
Recommendation to the Town Board
To Establish the Term and Value of the Performance Bond

Town of Orangetown Planning Board Decision
December 11, 2019
Page 2 of 2

RECOMMENDATION: In view of the foregoing, the Planning Board
Recommended to the Orangetown Town Board the value and term of the
Performance Bond in accordance with the Interdepartmental memorandum from
the Department of Environmental Management and Engineering (DEME), Town
of Orangetown, signed by Bruce Peters, P.E., dated November 6, 2019.

The term of the Performance Bond shall not exceed two (2) years as set forth in
Section 21A-10 of the Town of Orangetown Town Code, which shall be on or
before December 11, 2021 and Subject to the Following Conditions:

<u>ITEM</u>	<u>COST</u>
Iron Pins	\$ 2,250.00
As-Built Drawings	3,600.00
Soil Erosion & Sediment Control	62,900.00
Sanitary Sewers	17,005.00
Sub-Total	85,755.00
Administrative Close-out	
(20% of Sub-Total)	\$ 17,151.00
Total Bond	\$ 102,906.00

Inspection Fee: \$ 2,572.65

(3% of Sub Total of original bond amount)

To be submitted to DEME prior to Signing the Site Plan.

The foregoing Resolution was made and moved by Bruce Bond and
second by William Young and carried as follows: Thomas Warren - Chairman,
aye; William Young- Vice Chairman, aye; Michael Mandel, absent; Robert Dell,
aye; Michael McCrory, absent; Andrew Andrews, aye,
Stephen Sweeney, aye, and Bruce Bond, 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: December 11, 2019
Cheryl Coopersmith
Chief Clerk Boards and Commissions



TOWN CLERK'S OFFICE
2020 JAN -3 A 9:58
TOWN OF ORANGETOWN

PB #19-39: Bergson Subdivision Plan Granted a Second 90 Day Extension to File the Subdivision with the Rockland County Clerk's Office

Town of Orangetown Planning Board Decision
June 26, 2019
Page 1 of 2

TO: Jay Greenwell, PLS, 85 Lafayette Avenue, Suffern, New York
FROM: Town of Orangetown Planning Board

RE: Bergson Subdivision Plan: The application of Palisades 9W LLC, applicant, Wyandanch Washington Realty LLC, owner, for a **Second 90 Day Extension to File the Subdivision Plan with the Rockland County Clerk's Office** at a site to be known as "**Bergson Subdivision 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, Chapter 21 of the Code of the Town of Orangetown. The site is located at 56 Woods Road, Palisades, in the Palisades Historic District, Town of Orangetown, Rockland County, New York, and as shown on the Orangetown Tax Map as Section 78.18, Block 1, Lots 3.1 & 3.2 in the R-80 zoning district.

Heard by the Planning Board of the Town of Orangetown at a meeting held **Wednesday, June 26, 2019**, at which time the Board made the following determinations:

The Board received the following communications:

1. Project Review Committee Report dated June 19, 2019.
2. An interdepartmental memorandum from the Office of Building, Zoning, Planning Administration and Enforcement, Town of Orangetown, signed by Jane Slavin, R.A., AIA, Director, dated June 25, 2019.
3. An interdepartmental memorandum from the Department of Environmental Management and Engineering (DEME), Town of Orangetown, signed by Bruce Peters, P.E., dated June 20, 2019.

The Board reviewed the plan. The meeting was then open to the public.

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

TOWN CLERK'S OFFICE
2019 JUL 23 A 10:00
TOWN OF ORANGETOWN

PB #19-22: Bergson Subdivision Plan Granted a 90 Day Extension to File the Subdivision with the Rockland County Clerk's Office

**Town of Orangetown Planning Board Decision
June 26, 2019
Page 2 of 2**

DECISION: In view of the foregoing, the Board **GRANTED a Second 90 Day Extension to File the Subdivision Plan with the Rockland County Clerk's Office Subject to the following Conditions:**

1. The following items required by DEME remain outstanding:
 1. The applicant shall use the Town's sanitary "doghouse" manhole detail that was provided – on drawing #4.
 2. DEME is still waiting for the Road/ Common Force main/ and Private sewer – Transportation Corporation agreements to be submitted and reviewed by the Town of Orangetown Town Attorney's Office and DEME.
 3. The Performance Bond will be submitted under separate cover.
 4. The soil erosion and sediment control plans and details, last updated 2/21/19 are acceptable.

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

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

**Dated: June 26, 2019
Cheryl Coopersmith
Chief Clerk Boards and Commissions
Town of Orangetown Planning Board**



TOWN OF ORANGETOWN
2019 JUL 23 A 10:00
TOWN CLERK'S OFFICE

PB #18-32: Bergson Subdivision Plan
Final Subdivision Plan Approval Subject to Conditions/ Neg. Dec.

Town of Orangetown Planning Board Decision
September 26, 2018
Page 1 of 11

TO: Jay Greenwell, PLS, 85 Lafayette Avenue, Suffern,
New York 10901
FROM: Orangetown Planning Board

RE: Bergson Subdivision Plan: The application of Palisades 9W LLC, applicant, Wyandanch Washington Realty LLC, owner, for Final Subdivision Plan Review at a site to be known as “**Bergson Subdivision 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, Chapter 21 of the Code of the Town of Orangetown. The site is located at 56 Woods Road, Palisades, in the Palisades Historic District, Town of Orangetown, Rockland County, New York, and as shown on the Orangetown Tax Map as Section 78.18, Block 1, Lots 3.1 & 3.2 in the R-80 zoning district.

Heard by the Planning Board of the Town of Orangetown at meetings held **Wednesday, September 26, 2018**. The Board made the following determinations:

Jay Greenwell and Simon Bergson appeared and testified.

The Board received the following communications:

1. Project Review Committee Report dated September 21, 2018.
2. An interdepartmental memorandum from the Office of Building, Zoning, Planning Administration and Enforcement, Town of Orangetown, signed by Jane Slavin, RA, AIA, Director, dated September 24, 2018.
3. An Interdepartmental memorandum from the Department of Environmental Management and Engineering (DEME), Town of Orangetown, signed by Bruce Peters, P.E., September 24, 2018.
4. A letter from Rockland County Department of Planning, signed by Douglas Schuetz, Acting Commissioner of Planning, dated September 29, 2018.
5. A letter from Rockland County Department of Health, signed by Elizabeth Mello, P.E., Senior Public Health Engineer, dated August 24, 2018.
6. A letter from the New York State Department of Environmental Conservation, Division of Environmental Permits, Region 3, signed by Katherine Coffin dated December 22, 2017.
7. A copy of a letter to Simon Bergson from the Department of Army, New York District, Corps of Engineers, signed by Rosita Miranda, Chief, Western Section, dated September 4, 2018.
8. A copy of a letter to Jay Greenwell from New York State Parks, Recreation and Historic Preservation, signed by Michael Lynch, P.E., A.I.A., dated August 22, 2018.

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9. A letter from the New York State Department of Transportation signed by Joseph Taylor, MSP, dated September 12, 2018.
10. A Project Narrative prepared by Jay Greenwell, PLS, dated July 16, 2018.
11. A copy of a letter to Robert Torgersen from the Department of Army, New York District, Corps of Engineers, signed by Rosita Miranda, Chief, Western Section, dated June 29, 2018.
12. A copy of a letter to Peter Steinour, U.S. Army corps of Engineers, from Peter Torgersen, dated June 19, 2018.
13. Copies of the following Board Decisions: ACABOR #18-25, Approved as Presented, dated July 19, 2018; ZBA #18-11, Street Frontage Variance for Lots #1, #2 and #3 Approved Exception Variance Pursuant to Section 280-a (3) Granted for Lots #1, #2 and #3, dated February 21, 2018 and PB #17-64, Amendment to the Preliminary Subdivision Plan Approval Subject to Conditions/ Reaffirmation of SEQRA, dated December 20, 2017.
14. A letter from Leonard Jackson Associates dated September 24, 2018.
15. Subdivision Plans prepared by Jay Greenwell, PLS, dated October 14, 2014:
 - Sheet 1: Subdivision of Property, last revised October 30, 2017
 - Sheet 2A: Subdivision of Property, last revised July 11, 2018
 - Sheet 2B: Subdivision of Property, last revised July 11, 2018
16. Engineering Plans prepared by Leonard Jackson Associates, dated September 11, 2015, unless noted
 - Drawing Number 3: Proposed Sanitary Plan, last revised June 18, 2018
 - Drawing Number 4: Construction Details, last revised June 18, 2018
 - Drawing Number 5: Force main Profile, dated June 18, 2018

The Board reviewed the submitted plans. The hearing was then opened to the Public.

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

REAFFIRMATION OF SEQRA

Pursuant to New York Code, Rules & Regulations (NYCRR) Section 617.7, the Town of Orangetown Planning Board, as lead agency, for the reasons articulated in this Board's analysis of all of the submissions by the applicant, interested agencies, departments and the public, with respect to this project including the Environmental Assessment Form, which reasons are summarized in the motion, hereby determines that the proposed action will not have a significant impact on the environment and a Draft Environmental Impact Statement (DEIS) will not be prepared.

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After having identified the relevant areas of environmental concern, namely drainage, surface water runoff, land clearing, vegetation, fauna, traffic and noise levels, and after having taken a hard look at said environmental issues, and after having deliberated regarding such concerns, and having heard from the applicant, the applicant's professional representatives, namely Jay Greenwell, PLS and Leonard Jackson Associates and the Town of Orangetown's engineering consultant, and having heard from the following offices, officials and/or Departments: (Town of Orangetown): Project Review Committee, Office of Building, Zoning, Planning Administration and Enforcement and Department of Environmental Management and Engineering, and having heard from the following involved and interested agencies, Town of Orangetown Zoning Board of Appeals, Rockland County Department of Health, Rockland County Sewer District No.1, New York State Department of Environmental Conservation, the Planning Board finds that the proposed action:

- Will not significantly affect existing air quality or noise levels;
- Will not significantly affect existing surface water quality or quantity or drainage;
- Will not significantly affect existing ground water quality or quantity;
- Will not significantly affect existing traffic levels;
- Will not create a substantial increase in solid waste production;
- Will not create a potential for erosion, flooding, leaching or drainage problems;
- Will not have a significant adverse impact on the environmental characteristics of our critical environmental area or environmentally sensitive sites or features;
- Will not have an impairment of the character or quality of important historical, archeological or architectural resources;
- Will not have an impairment of the character or quality of important aesthetic resources;
- Will not have an impairment of existing community or neighborhood character;
- Will not remove or destroy large quantities of vegetation or fauna;
- Will not remove or destroy large quantities of wildlife species or migratory fish;
- Will not have a significant adverse impact to natural resources;
- Is consistent with the Town of Orangetown's Comprehensive/Master Plan;
- Will not have adverse economic or social impacts upon the Town;
- Will not create a hazard to human health; and
- Will not create a substantial change in the use of land, open space or recreational resources.

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On motion by Michael Mandel and seconded by Stephen Sweeney and carried as follows: Thomas Warren, Chairman, absent; William Young, Vice Chairman, absent; Kevin Garvey, aye; Michael Mandel, aye; Robert Dell, aye; Stephen Sweeney, aye and Blythe Yost, aye, Bruce Bond, aye, the Board Reaffirmed the Negative Declaration pursuant to SEQRA.

DECISION: In view of the foregoing and the testimony before the Board, the application was granted **Final Approval Subject to the Following Conditions:**

1. The following note shall be placed on the subdivision plan: "At least one week prior to the commencement of any work, including the installation of erosion control devices or the removal of trees and vegetation, a Pre-construction meeting must be held with the Town of Orangetown Department of Environmental Management and Engineering, Superintendent of Highways and the Office of Building, Zoning and Planning Administration and Enforcement. It is the responsibility and obligation of the property owner to arrange such a Meeting."
2. Stormwater Management Phase II Regulations: Additional certification, by an appropriate licensed or certified design professional shall be required for all matters before the Planning Board indicating that the drawings and project are in compliance with the Stormwater Management Phase II Regulations.
3. The applicant shall comply with all pertinent conditions of all previous Board Decisions: ACABOR #18-25, Approved as Presented, dated July 19, 2018; ZBA #18-11, Street Frontage Variance for Lots #1, #2 and #3 Approved Exception Variance Pursuant to Section 280-a (3) Granted for Lots #1, #2 and #3, dated February 21, 2018 and PB #17-64, Amendment to the Preliminary Subdivision Plan Approval Subject to Conditions/ Reaffirmation of SEQRA, dated December 20, 2017.
4. The applicant is advised that any/ all future development requires Town of Orangetown Planning Board Review.
5. The applicant's engineer may wish to consider and "e-one" type of system for the proposed private sanitary sewer system/ house connections. IF an "e-one" system is chosen, a NYS licensed Professional Engineer shall submit a design for the system to DEME for review and approval.
6. A note shall be added to the plans stating that if any of the proposed impervious areas for any of the lots are to be increase, new drainage calculations shall be submitted to DEME for review and approval AND new or expanded stormwater facilities may be required, as is stated in the revised drainage calculations.

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7. It shall be noted on the plans and deeds for Lots 2 & 3 that the homeowners shall be responsible for the ponds that are on those lots.
8. A legend that complies with the NYSDEC-SMDM shall be added to the Erosion Control Plans.
9. The exiting drives opposite the entrances onto Route 9W and Woods Road shall be shown on the plans.
10. It was noted at the Project Review Committee meeting that the total area of disturbance listed on drawing #3 is incorrect. The correct total area of disturbance for the construction currently contemplated (installation of sanitary sewer system and water system) shall be listed on the plans.
11. The design of the proposed sanitary system shall be amended to show the proposed E-One force main exhausting into proposed manhole #2 at its invert.
12. A note shall be added to the plans stating that the Town of Orangetown Sewer Inspector shall be notified at least 48 hours in advance about the proposed sanitary sewer system installation.
13. The applicant shall use the Town's sanitary "doghouse" manhole detail. The applicant's engineer shall contact DEME to obtain the detail.
14. The sanitary sewer E-One system design requested in condition #10 shall include the procedures the contractor is to use in construction the doghouse manhole on the live sanitary sewer main. These construction notes shall also be added to the drawings.
15. A note shall be added to the plans stating that the proposed public sanitary sewer main extension shall be installed, inspected, tested, and tv'd prior to the Town of Orangetown Sewer Department accepting the new 8 inch sanitary main extension.
16. Various notes on the drawing make reference to the installation of a new water main/ services. However, no new water lines are shown on the drawings. This shall be corrected.
17. Rockland County Department of Planning had the following comments which are incorporated herein as conditions of approval:
 1. The Bulk Table on Sheet #2 for the subdivision, must be updated to reflect that the required variances have been obtained from the Town of Orangetown Zoning Board of Appeals.
 2. An updated review shall be completed by the New York State Department of Transportation and any comments or concerns addressed and required permits obtained.
 3. As required by the Rockland County Stream Control Act, the subdivision map must be reviewed and approved by the Chairman of the Rockland County Drainage Agency before the Rockland County Clerk will accept same for filing.
 4. The comments in the August 24, 2018 letter from the Rockland County Department of Health must be addressed.

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Continuation of Condition #17...

5. An updated review must be completed by the Palisades Interstate Park Commission and any comments addressed.
 6. If there is any encroachment into the Federal wetlands, a review must be completed by the United States Army Corps of Engineers and all required permits obtained.
 7. Prior to start of construction or grading, a soil and erosion control plan shall be developed that meets the latest edition of the New York State Guidelines for Urban Erosion and Sediment Control.
 8. When Lot #1 is to be developed further, a stormwater pollution prevention plan (SWPPP) must be provided, if deemed to be required. The SWPPP shall conform to the current regulations, including the New York State Stormwater Management and Design Manual (January 2015) and local ordinances.
- 18.** The Rockland County Department of Health (RCDOH) reviewed the plans and offered the following comments:
- Formal application for Realty Subdivision approval is to be made to the Rockland County Health Department.
 - Application is to be made to the RCDOH for a sanitary sewer extension for the gravity portion of the sewer.
 - A Transportation Corporation must be formed in accordance to Article 10, "Sewage-Works Corporations" of the New York State Transportation Corporation Law. If separate force mains are constructed in the easement instead of the proposed shared force main, the need for the transportation Corporation will be eliminated.
 - Separate application is to be made to the RCDOH for review of the Stormwater Management system for compliance with the County Mosquito Code.
- 19.** The New York State Historic Preservation Office has determined that no historic properties will be affected by this undertaking.
- 20.** The New York State Department of Transportation (NYSDOT) has reviewed the subject project and is unopposed to the development however; a work permit is required to assure that the improvements meet the NYSDOT policy and standards.

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21. The New York State Department of Environmental Conservation (DEC) indicated that based upon its review of the circulated documents, it appears that the project may require the following permits:

- **Protection of Waters:** There are no water bodies that appear on the regulatory maps at the identified project location. Therefore if there is a stream or pond outlet present at the site with year-round flow, it assumes the classification of the water course into which it feeds, Hudson River, Class SB, and a Protection of Waters permit is required. If there is a stream or pond outlet present at the site that runs intermittently (seasonally), it is not protected, and a Protection of Waters permit is not required. If a permit is not required, note however, the applicant is still responsible for ensuring that work shall not pollute any stream or waterbody. Care shall be taken to stabilize any disturbed areas promptly after construction, and all necessary precautions shall be taken to prevent contamination of the stream or water body by silt, sediment, fuels, solvents, lubricants, or any other pollutant associated with the project.
- **Freshwater Wetlands:** The project site is not within a New York State protected Freshwater Wetland. However, please contact the Town and the U.S. Army Corps of Engineer (ACOE). Contact the ACOE directly at 917-790-8511 for any permitted they might require.
- **State – Listed Species:** The site is located within or near a known occurrence of the following state-listed species: Pied-billed grebe, *Podilymbus podiceps* (threatened). Due to the upland location, as well as the scope and nature of the proposed project, the DEC does not anticipate direct adverse impact to the Pied-billed grebe. Therefore, no further review is required, and an Article 11 incidental “Take” Permit is not required.
- No records of sensitive resources were identified by this review. The absence of data does not necessarily mean that rare or state listed species, natural communities or other significant habitats do not exist on or adjacent to the proposed site.
- **Water Quality Certification:** The ACOE may require a permit for work completed in or impacting a federal wetland. If a permit from the ACOE is required, a Section 401 Water Quality Certificate may be required from DEC.
- **Cultural Resources:** DEC has reviewed the statewide inventory of archaeological resources maintained by the New York State Museum and the New York State Office of Parks, Recreation, and Historic Preservation. These records indicate that the project is located within an area considered to be sensitive with regard to archaeological and historical resources. Visit NYS Office of Historic Preservation website at nyspark.com/shop/online-tools.

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Continuation of Condition #21...

- **Coastal Management Zone:** This project is located within the Coastal Management Zone. If DEC had individual permit approvals for this project, DEC would review it in accordance with the Coastal Management Program requirements.
- **Other permits** from DEC or other agencies may be required for projects conducted on this property now or in the future. Also, regulations applicable to the location subject to this determination occasionally are revised and therefore, the applicant should verify the need for permits if the project is delayed or postponed. This determination regarding the need for permits will remain effective for a maximum of one year unless you are otherwise notified.

22. Based on the information submitted, the U.S. Army Corps of Engineer (ACOE) review of the project indicates that an individual permit is not required. It appears that the activities within the jurisdiction of the ACOE could be accomplished under Department of the Army Nationwide General Permit Number 12. The nationwide permits are prescribed as a Reissuance of Nationwide Permits in the Federal Register dated January 6, 2017 (82 FR 1890). The work may be performed without further authorization from the ACOE provided the activity complies with the permit conditions listed in Section B, No 12, Section C, any applicable New York District regional conditions, the following special condition(s), and any applicable regional conditions added by the State of New York. This determination covers only the work described in the submitted material. Any major changes in the project may require additional authorizations from the New York District. Care shall be taken so that construction materials, including debris, do not enter any waterway to become drift or pollution hazards. Contact the appropriate state and local government officials to ensure that the subject work is performed in compliance with their requirements.

This verification is valid until March 18, 2022, unless the nationwide permit is modified, reissued, or revoked. This verification will remain valid until March 18, 2022, if the activity complies with the terms of any subsequent modifications of the nationwide permit authorization. If the nationwide permits are suspended, revoked, or modified in such a way that the activity would no longer comply with the terms and conditions of a nationwide permit, and the proposed activity has commenced, or is under contract to commence, the permittee shall have 12 months from the date of such action to complete the activity.

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23. The applicant shall comply with all pertinent items in the Guide to the Preparation of Subdivision Plats prior to signing the final plans.

24. All reviews and approvals from various governmental agencies must be obtained prior to stamping of the Subdivision Plan.

25. Money in Lieu of Land for recreation purposes must be collected in accordance with Section 21-20 of the Land Development Regulations (\$9,000.00 for every vacant new residential lot). In addition, for every new vacant residential lot, \$80.00 will be collected for the Stream Maintenance Fund.

26. All of the conditions of this decision, shall be binding upon the owner of the subject property, its successors and /or assigns, including the requirement to maintain the property in accordance with the conditions of this decision and the requirement, if any, to install improvements pursuant to Town Code §21. Failure to abide by the conditions of this decision as set forth herein shall be considered a violation of Subdivision Plan Approval pursuant to Town Code §21 and §6A.

27. TREE PROTECTION: The following note shall be placed on the Subdivision Plan: The Tree Protection and Preservation Guidelines adopted pursuant to Section 21-24 of the Land Development Regulations of the Town of Orangetown will be implemented in order to protect and preserve both individual specimen trees and buffer area with many trees. Steps that will be taken to reserve and protect existing trees to remain are as follows:

- a. No construction equipment shall be parked under the tree canopy.
- b. There will be no excavation or stockpiling of earth underneath the trees.
- c. Trees designated to be preserved shall be marked conspicuously on all sides at a 5 to 10 foot height.
- d. The Tree Protection Zone for trees designated to be preserved will be established by one of the following methods:

- One (1) foot radius from trunk per inch DBH
- Drip line of the Tree Canopy. The method chosen should be based on providing the maximum protection zone possible. A barrier of snow fence or equal is to be placed and maintained one yard beyond the established tree protection zone. If it is agreed that the tree protection zone of a selected tree must be violated, one of the following methods must be employed to mitigate the impact:
 - Light to Heavy Impacts – Minimum of eight inches of wood chips installed in the area to be protected. Chips shall be removed upon completion of work.

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Continuation of Condition #27...

- Light Impacts Only – Installation of ¾ inch of plywood or boards, or equal over the area to be protected.

The builder or its agent may not change grade within the tree protection zone of a preserved tree unless such grade change has received final approval from the Planning Board. If the grade level is to be changed more than six (6) inches, trees designated to be preserved shall be welled and/or preserved in a raised bed, with the tree well a radius of three (3) feet larger than the tree canopy.

28. All landscaping shown on the subdivision plan shall be maintained in a vigorous growing condition throughout the duration of the use of this site. Any plants not so maintained shall be replaced with new plants at the beginning of the next immediately following growing season.

29. Prior to the commencement of any site work, including the removal of trees, the applicant shall install the soil erosion and sedimentation control as required by the Planning Board. Prior to the authorization to proceed with any phase of the site work, the Town of Orangetown Department of Environmental Management and Engineering (DEME) shall inspect the installation of all required soil erosion and sedimentation control measures. The applicant shall contact DEME at least 48 hours in advance for an inspection.

30. The contractor's trailer, if any is proposed, shall be located as approved by the Planning Board.

31. If the applicant, during the course of construction of any required public improvements or private sanitary or storm sewer improvements, encounters such conditions as flood areas, underground water, soft or silty areas, improper drainage, or any other unusual circumstances or conditions that were not foreseen in the original planning, such conditions shall be reported immediately to DEME. The applicant (or the applicant's engineer) shall submit their recommendations as to the special treatment or design modification to be given such areas to secure adequate, permanent and satisfactory construction. DEME shall investigate the condition(s), and shall either approve the applicant's (applicant's engineer's) recommendations to correct the condition(s), or order a modification thereof. In the event of the applicant's (applicant's engineer's) disagreement with the decision of DEME, or in the event of a significant change resulting to the subdivision plan or site plan or any change that involves a wetland regulated area, the matter shall be decided by the agency with jurisdiction in that area (i.e. Federal Wetlands - U.S. Army Corps of Engineers).

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32. Permanent vegetation cover of disturbed areas shall be established on the site within thirty (30) days of the completion of construction.

33. Prior (at least 14 days) to the placing of any road sub-base, the applicant shall provide the Town of Orangetown Superintendent of Highways and DEMA with a plan and profile of the graded road to be paved in order that these departments may review the drawings conformance to the approved construction plans and the Town Street Specifications

34. The Planning Board shall retain jurisdiction over lighting, landscaping, signs and refuse control.

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

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

Dated: September 26, 2018
Cheryl Coopersmith
Chief Clerk Boards and Commissions



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TOWN OF ORANGETOW--BERGSON SUBDIVISION
IMPROVEMENTS COST ESTIMATE FORM

PROJECT NAME: BERGSON PRIVATE SEWER INSTALLATION

Revised June 19, 2020

IMPROVEMENT ITEM DESCRIPTION	QUANTITY	UNITS	UNIT COST	IMPROVEMENT TOTAL COST
<u>SANITARY SEWERS</u>				
2" Sewer Force Main	1120	L.F.	\$ 25.00	\$ 28,000.00
Back up 2" Sewer Force Main in same trench	1120	L.F.	\$ 5.00	\$ 5,600.00
1.25" House Connections	800	L.F.	\$ 20.00	\$ 16,000.00
Force Main Connection to Manhole	1	EA.	\$ 1,500.00	\$ 1,500.00
Ejector Pumps	3	EA.	\$ 6,150.00	\$ 18,450.00
Sewer House Connections w/clean out	3	EA.	\$ 1,000.00	\$ 3,000.00
As-Built Maps - Site Plan	1	L.S.	\$ 3,500.00	\$ 3,500.00

<u>TOTAL IMPROVEMENTS COST</u>	\$ 76,050.00
---------------------------------------	---------------------

PERFORMANCE BOND AMOUNT (1.00 x Cost)

\$ 76,050.00

Estimate Verified by Orangetown DEME

By:

Date:

**CERTIFICATE OF CONSENT TO INCORPORATION OF WOODS ROAD SEWAGE
WORKS CORPORATION**

The undersigned, constituting a majority of the Town Board of the Town of Orangetown, Rockland County, New York, hereby consent to the incorporation of the Woods Road Sewage Works Corporation pursuant to Section 3 of the Transportation Corporations Law of the State of New York, for the purposes set forth in the annexed Certificate of Incorporation.

Dated: Orangeburg, New York
July 7, 2020

Teresa M. Kenny
Supervisor

Jerry Bottari
Town Board Member

Thomas Diviny
Town Board Member

Denis Troy
Town Board member

Paul Valentine
Town Board Member

CERTIFICATE OF INCORPORATION OF WOODS ROAD SEWAGE WORKS CORP.

Pursuant to Article 1, Section 3 of the New York State Transportation Corporations Law:

The undersigned, as Manager and Member of Wyandanch Washington Realty LLC, owner of the Premises located at 56 Woods Road, Palisades, in the Palisades Historic District, Town of Orangetown, Rockland County, New York, and as shown on the Orangetown Tax Map as Section 78.18, Block 1, Lots 3.1 and 3.2, for the purpose of forming a corporation under the New York State Transportation Corporation Law, hereby certify:

FIRST: The name of the corporation is: Woods Road Sewage Works Corp.

SECOND: The purpose for which the Corporation is formed is:

To provide a sewer system for the transfer of sewage, through privately owned pump stations and pipe lines to an existing Town collection facility.

To lay, maintain, repair and operate said pump stations, pipes, and conduits for this sewer system.

The Corporation, in furtherance of its purposes set forth above, shall have all the powers enumerated in Section 202 of the Business Corporation Law and Article 10 of the Transportation Corporation Law, subject to the limitations in said Laws and or any other statute of the State of New York.

THIRD: The county, within this state, in which the office of the corporation is to be located is: Rockland.

FOURTH: The corporation shall have authority to issue one class of shares consisting of 200 common shares without par value.

FIFTH: The Secretary of State is designated as agent of the corporation upon whom process against the corporation may be served. The address to which the Secretary of State shall mail a copy of any process accepted on behalf of the corporation is: Wyandanch Washington Realty, LLC, P.O. Box 695, Palisades, New York 10964.

SIXTH: The area to be supplied with sewer service by the Corporation is to be located within Rockland County.

SEVENTH: Annexed hereto is the consent of the Orangetown Town Board which is the local governing body of the Town of Orangetown, in which all parts of the sewer is to be located.

EIGHTH: The undersigned incorporator is of the age of eighteen or older.

IN WITNESS WHEREOF, this certificate has been signed on this 24 day of JUNE, 2020, by the undersigned who affirms that the statements made herein are true under the penalties of perjury.

Wyandanch Washington Realty LLC

BY: _____

SIMON BERGSON
Manager and Member

SHAREHOLDERS' AGREEMENT

This SHAREHOLDERS' AGREEMENT ("Agreement") is made and entered into on February 20, 2020 ("Effective Date") for the benefit of Woods Road Sewage Works Corp., a New York State Sewage Works Transportation Corporation:

- A. The preliminary shareholders (identified below) each own 100 shares of common stock of Woods Road Sewage Works Corp. ("Corporation"), a New York State Sewage Works Transportation Corporation.
- B. The purpose of the Corporation is to engage in sewage-works, as well as in any lawful act or activity for which corporations may be organized under the New York State Business Corporation Law.
- C. The preliminary shareholders have determined that it is in their respective best interests to address various issues in connection with the relationship between them.

NOW, THEREFORE, in consideration of the foregoing recitals and the agreements contained herein and other valuable consideration, the parties agree as follows:

- 1. The preliminary shareholders of the Corporation are Simon Bergson, Simon Bergson Financial Trust, Wyandanch Washington Realty Corp., and Palisades 9W LLC (each a "preliminary shareholder" and collectively, the "preliminary shareholders").
- 2. The preliminary shareholders are entering into this Agreement to provide for the management and control of the affairs of the Corporation.
- 3. The Corporation is responsible for building and maintaining the sewage-works system. Maintenance will be funded through shareholder maintenance fees collected by the Corporation and a reserve fund will be created from such maintenance fees.
- 4. The preliminary shareholders own the number of shares of common stock, and percentage of Corporation ownership, and made the initial capital contributions, listed below:

<u>Name</u>	<u>Number of Shares</u>	<u>% Ownership</u>	<u>Capital Contribution</u>
Simon Bergson	100	25%	\$5,000
Simon Bergson Financial Trust	100	25%	\$5,000
Wyandanch Washington Realty Corp.	100	25%	\$5,000
Palisades 9W LLC	100	25%	\$5,000

5. The shares listed above constitute all of the currently issued common stock of the Corporation. The Corporation acknowledges receipt from each preliminary shareholder of the full consideration for the respective shares listed above, and each preliminary shareholder acknowledges receipt of certificates representing his/its shares.
6. The preliminary shareholders are the sole Directors and Officers of the Corporation.
7. Simon Bergson has been appointed as the President of the Corporation. The President of the Corporation will be its managing officer and control the day to day operations of the Corporation.
8. The President of the Corporation has exclusive authority to issue additional shares of common stock of the Corporation for valuable consideration.
9. Simon Bergson has been appointed as the Managing Director of the Corporation.
10. The Managing Director will, when appropriate, perform the following acts:
 - a. After filing the Corporation's Certificate of Incorporation, file any documents required by the New York State Secretary of State.
 - b. Cause the Corporation to maintain the books, records and other documents required under New York State law.
11. The Corporation shall prepare, in the ordinary course of business, year-end financial statements in accordance with GAAP consistently applied.
12. The written consent of all shareholders is required to approve mergers or consolidations involving the Corporation; amendment of the Corporation's Certificate of Incorporation; transfer of all, or substantially all, of the Corporation's assets; amendment or termination of this Agreement; or voluntary dissolution of the Corporation.
13. A shareholder may voluntarily sell the Corporation's common stock owned by that shareholder only at the time the shareholder sells title to the real property (and improvements thereon) which utilize the Corporation's sewage-works system.
14. All parties hereto shall perform any acts reasonably necessary to carry out the provisions of this Agreement.
15. This Agreement constitutes the entire understanding of the parties hereto pertaining to the subject matter hereof.
16. This Agreement shall be governed by and construed in accordance with New York State law (other than principles of conflicts of law).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.



SIMON BERGSON

SIMON BERGSON FINANCIAL TRUST




By: Stefany Bergson, Trustee

WYANDANCE WASHINGTON REALTY CORP.



By: Simon Bergson, Vice-President

PALISADES 9W LLC



By: Simon Bergson, Managing Member

Atlantic Specialty Insurance Company

BOND

Bond Number: 800070913

KNOW ALL MEN BY THESE PRESENTS, that, the undersigned, Wyandanch Washington Realty LLC, having an address at 68 Woods Rd., Palisades, New York 10964, as Principal, (hereinafter the "Principal") and **Atlantic Specialty Insurance Company** with a principal place of business for the state of New York at One State Street Plaza, 31st Floor New York NY 10004 as "Surety," are held and firmly bound unto the TOWN OF ORANGETOWN, a municipal corporation organized and existing under and pursuant to the laws of the State of New York, having its office at Town Hall, 26 Orangeburg Road, Orangeburg, New York 10962, as Obligee (hereinafter the "Obligee") in the sum of **SEVENTY SIX THOUSAND FIFTY (\$76,050.00) Dollars**, good and lawful money of the United States of America, for the payment of which the Principal binds itself and its successors and/or assigns for the sole and exclusive benefit of the Obligee, firmly by these presents.

SIGNED, sealed and dated as of this 22 day of June, 2020.

WHEREAS, the Planning Board of the Town of Orangetown (the "Planning Board") has heretofore approved a subdivision plan in PB# 18-32 for a proposed subdivision to be known as the "BergsonSubdivision," in accordance with Article 16 of the Town Law of the State of New York and Chapter 21 of the Land Development Regulations of the Town of Orangetown; the site of which is located at 56 Woods Road, in the hamlet of Palisades, Town of Orangetown, County of Rockland, New York and shown on the Orangetown Tax Map as Section 78.18, Block 1, Lots 3.1 and 3.2 in a R-80 zoning district (hereinafter sometimes referred to as the "subdivision" or "subdivision plan"), and

WHEREAS, Planning Board approval of said project requires the formation of a Sewage-Works Corporation under Article 10 of the New York State Transportation Corporations Law, and

WHEREAS, under Article 10, Section 116 (1) of the New York State Transportation Corporations Law, the Town of Orangetown Town Board must consent to the formation of the Sewage-Works Corporation prior to the Corporation filing its certificate of incorporation, and

WHEREAS, under Article 10, Section 119 (1) of the New York State Transportation Corporations Law, the Townshall require the posting of a performance bond for the completion of the construction of the sewage-works system, and

NOW, THEREFORE, the condition of this Obligation is such that if the Principal shall well and truly, prior to the 17th day of June, 2021:

- (a) Install the sanitary disposal facilities shown on the subdivision plan and/or required in connection with the development of the subdivision and/or the subdivision plan in accordance with the specifications of the New York State Department of Health, the Rockland County Health Department, and the Town of Orangetown; and
- (b) Pay the cost of the construction of the sanitary facilities.

THEN THIS OBLIGATION to be null and void upon, and only upon, the adoption of a formal Resolution by the Town Board of the Town of Orangetown releasing the Principal from its obligations hereunder; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the Principal has caused this Bond to be executed as of this 22nd day of June, 2020.

Wyandanch Washington Realty LLC

By: Simon Bergson, Managing Member

ATLANTIC SPECIALTY INSURANCE COMPANY

By: WILLIAM J. PEDERSEN
Attorney-In-Fact

UNIFORM FORM CERTIFICATE OF ACKNOWLEDGEMENT

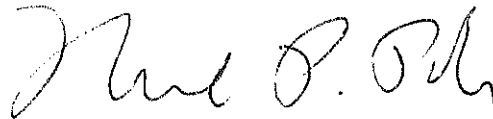
STATE OF NEW YORK
COUNTY OF NEW YORK

SS:

On this 22nd day of June in the year 2020, before me, a Notary Public in and for said County, personally appeared WILLIAM J. PEDERSEN, personally known to me, who being by me duly sworn, did say that he is the aforesaid Attorney-in-Fact of the ATLANTIC SPECIALTY INSURANCE COMPANY of New York, New York, a corporation duly organized and existing under the laws of the State of New York, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the said instrument was signed, sealed and executed in behalf of said corporation by authority of its Board of Directors, and further acknowledge that the said instrument and the execution thereof to be voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal the day and year last above written.

Neil P. Pedersen
Notary Public, State of New York
No. 01-PE6236258
Qualified in New York County
Commission Expires February 28, 2023



UNIFORM FORM CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF NEW YORK
COUNTY OF ROCKLAND

SS:

On the 26th day of June in the year 2020, before me, the undersigned personally appeared Simon Bergson 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 the individual acted, executed the instrument.


Notary Public

Richard S. Pakola
Notary Public, State of New York
No. 02PA6163640
Qualified in Rockland County
Commission Expires March 26, 2023

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **William J. Pedersen, Neil P. Pedersen**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **sixty million dollars (\$60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-ninth day of April, 2019.

STATE OF MINNESOTA
HENNEPIN COUNTY

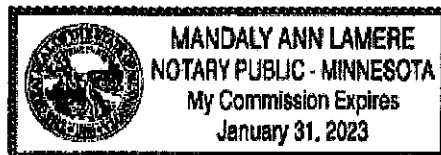


By

Paul J. Brehm

Paul J. Brehm, Senior Vice President

On this twenty-ninth day of April, 2019, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Mandaly Ann Lamere

Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 22 day of June, 2020



This Power of Attorney expires
January 31, 2023

Christopher V. Jerry

Christopher V. Jerry, Secretary



Atlantic Specialty Insurance Company

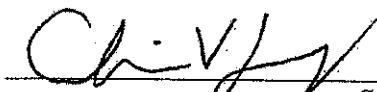
Period Ended 12/31/2019

Dollars displayed in thousands

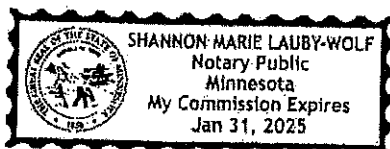
Admitted Assets		Liabilities and Surplus	
Investments:		Liabilities	
Bonds	\$ 1,219,332	Loss Reserves	\$ 750,516
Preferred Stocks	-	Loss Adjustment Expense Reserves	243,193
Common Stocks	791,167	Total Loss & LAE Reserves	993,709
Mortgage Loans	-		
Real Estate	-	Unearned Premium Reserve	520,053
Contract Loans	-	Total Reinsurance Liabilities	17,081
Derivatives	-	Commissions, Other Expenses, and Taxes due	40,497
Cash, Cash Equivalents & Short Term Investments	62,383	Derivatives	-
Other Investments	17,350	Payable to Parent, Subs or Affiliates	-
Total Cash & Investments	2,090,232	All Other Liabilities	165,932
		Total Liabilities	1,737,252
Premiums and Considerations Due	261,176		
Reinsurance Recoverable	51,692	Capital and Surplus	
Receivable from Parent, Subsidiary or Affiliates	21,005	Common Capital Stock	9,001
All Other Admitted Assets	59,800	Preferred Capital Stock	-
Total Admitted Assets	2,484,105	Surplus Notes	-
		Unassigned Surplus	49,392
		Other Including Gross Contributed	688,460
		Capital & Surplus	746,853
		Total Liabilities and C&S	2,484,105

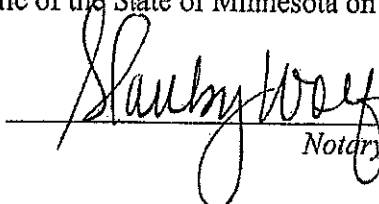
State of Minnesota
County of Hennepin

I, Christopher Jerry, Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said OneBeacon Insurance Company, on the 31st day of December, 2019, according to the best of my information, knowledge and belief.


Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Minnesota on this 27th day of February, 2020.




Notary Public

JOB CLASSIFICATION QUESTIONNAIRE

County, Town, Village, School District, Library or Special District	Department	Position Title (if established)				
This position requires: _____ Hours work per week _____ Months work per year		Rate of Pay \$ _____ Per _____				
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; text-align: center;">Persons Supervising this position</td> <td style="width: 50%; text-align: center;">(Direct, Occasional, General)</td> </tr> <tr> <td style="text-align: center;">Name</td> <td style="text-align: center;">Title Type of Supervision</td> </tr> </table> <div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 20px;"></div>			Persons Supervising this position	(Direct, Occasional, General)	Name	Title Type of Supervision
Persons Supervising this position	(Direct, Occasional, General)					
Name	Title Type of Supervision					
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; text-align: center;">Persons Supervised by Employee in this position</td> <td style="width: 50%; text-align: center;">Type of Supervision</td> </tr> <tr> <td style="text-align: center;">Name</td> <td style="text-align: center;">Title</td> </tr> </table> <div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 20px;"></div>			Persons Supervised by Employee in this position	Type of Supervision	Name	Title
Persons Supervised by Employee in this position	Type of Supervision					
Name	Title					
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; text-align: center;">Persons doing substantially the same kind and level of work</td> <td style="width: 50%; text-align: center;">Location of Position</td> </tr> <tr> <td style="text-align: center;">Name</td> <td style="text-align: center;">Title</td> </tr> </table> <div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 20px;"></div>			Persons doing substantially the same kind and level of work	Location of Position	Name	Title
Persons doing substantially the same kind and level of work	Location of Position					
Name	Title					
PERCENT OF WORK TIME	DESCRIPTION OF DUTIES: Describe the work in sufficient detail to give a clear work picture of the job. Use a separate paragraph for each kind of work and describe the more important or time-consuming duties first. In the left column, estimate how the total working time is divided.					

The above statements are accurate and complete

 Signature: Donna A. Morrison Date: _____

Attach a separate sheet, if more space is needed.

TO BE COMPLETED BY THE APPOINTING OFFICER

Place an (X) mark opposite the item in each group which best describes the work of this position.

- () Repetitive and routine.
- () Routine, but involves some judgment to perform the duties.
- () Complex, involving decision of order, of tasks and methods.
- () Difficult, involving independent decision s as to scope and planning of projects and programs.

- () Is under direct supervision.
- () Works according to prescribed procedure with supervision available as needed.
- () Is under general supervision as exercised through reports, conferences and job inspection.
- () Is subject only to policies and administrative approval.

- () Requires no previous training or special knowledge.
- () Requires some basic abilities or knowledges of the general work.
- () Requires good knowledge of the primary work.
- () Requires thorough knowledge of all phases of the work.
- () Requires a particular proficiency or skill in a specialized activity.

- () Exercises direct supervision.
- () Supervises, as required, through review of work.
- () Exercises general supervision by means of reports and conferences.
- () Regularly supervises 1 to 5 employees.
- () Regularly supervises 6 to 15 employees.
- () Regularly supervises over 15 employees.

What minimum qualifications do you think should be required for this position?

Education: High school _____ years.

College _____ years, with specialization in _____

Other _____ years, with specialization in _____

Experience: (List amount and type)

Essential knowledges, skills and abilities:

Type of license or certificate required:

COMMENTS:

Signature of appointing officer:

Signature: Donna A. Morrison Date: _____

CERTIFICATE OF PERSONNEL OFFICE

In accordance with the provisions of Civil Service Law, Section 22, and the Rockland County Rules, the Rockland County Personnel Office certifies that the appropriate civil service title for the position described is _____

Signature: _____ Date: _____

Lori Gruebel, Commissioner of Personnel

ACTION BY LEGISLATIVE BODY OR OTHER APROVING AUTHORITY IF A NEW POSITION

The new position described by the title indicated in 8 above was established on _____ at a salary of \$ _____ or at salary grade No. _____

Signature: _____ Date: _____

Referral No. 6704
April 7, 2020

Introduced by:

Hon. Alden H. Wolfe, Sponsor
Hon. Harriet D. Cornell, Sponsor

**RESOLUTION NO. 159 OF 2020
APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF ROCKLAND
AND THE TOWN OF CLARKSTOWN POLICE DEPARTMENT, THE TOWN OF HAVERSTRAW
POLICE DEPARTMENT, THE TOWN OF ORANGETOWN POLICE DEPARTMENT AND
THE VILLAGE OF SPRING VALLEY POLICE DEPARTMENT FOR THE OPERATION
OF A REGIONAL INVESTIGATIVE RESOURCE CENTER
FOR THE PERIOD JANUARY 1, 2020 THROUGH DECEMBER 31, 2020
AND AUTHORIZING EXECUTION OF THE AGREEMENTS BY THE COUNTY EXECUTIVE
[OFFICE OF THE DISTRICT ATTORNEY]**

WOLFE/GRANT: UNAN.

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

WHEREAS, The County of Rockland through its Office of the District Attorney and the Town of Clarkstown Police Department, 20 Maple Avenue, New City, New York 10956 desire to enter into an Intermunicipal Agreement, for the operation of a regional investigative resource center, for the period January 1, 2020 through December 31, 2020; and

WHEREAS, The County of Rockland through its Office of the District Attorney and the Town of Haverstraw Police Department, 101 West Ramapo Road, Garnerville, New York 10923 desire to enter into an Intermunicipal Agreement, for the operation of a regional investigative resource center, for the period January 1, 2020 through December 31, 2020; and

WHEREAS, The County of Rockland through its Office of the District Attorney and the Town of Orangetown Police Department, 20 Orangeburg Road, Orangeburg, New York 10962 desire to enter into an Intermunicipal Agreement, for the operation of a regional investigative resource center, for the period January 1, 2020 through December 31, 2020; and

WHEREAS, The County of Rockland through its Office of the District Attorney and the Village of Spring Valley Police Department, 200 North Main Street, Spring Valley, New York 10977 desire to enter into an Intermunicipal Agreement, for the operation of a regional investigative resource center, for the period January 1, 2020 through December 31, 2020; and

WHEREAS, The purpose of these Memoranda of Understanding is to disburse funds resulting from the Regional Investigative Resource Center cases to each of the municipalities; and

WHEREAS, These agreements are required in the annual reporting process to the Department of Justice; and

WHEREAS, There are no funds required under these Memoranda of Understanding; and

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

RESOLVED, That the Legislature of Rockland County hereby approves the execution of the Memorandum of Understanding Agreement between the County of Rockland through its Office of the District Attorney and Town of Clarkstown Police Department, 20 Maple Avenue, New City, New York 10956, for the operation of a regional investigative resource center, for the period January 1, 2020 through December 31, 2020, and authorizing execution of this agreement by the County Executive, subject to the approval of the County Attorney; and be it further

RESOLVED, That the Legislature of Rockland County hereby approves the execution of the Memorandum of Understanding Agreement between the County of Rockland through its Office of the District Attorney and Town of Haverstraw Police Department, 10 West Ramapo Road, Garnerville, New York 10923, for the operation of a regional investigative resource center, for the period January 1, 2020 through December 31, 2020, and authorizing execution of this agreement by the County Executive, subject to the approval of the County Attorney; and be it further

RESOLVED, That the Legislature of Rockland County hereby approves the execution of the Memorandum of Understanding Agreement between the County of Rockland through its Office of the District Attorney and Town of Orangetown Police Department, 20 Orangeburg Road, Orangeburg, New York 10962, for the operation of a regional investigative resource center, for the period January 1, 2020 through December 31, 2020, and authorizing execution of this agreement by the County Executive, subject to the approval of the County Attorney; and be it further

RESOLVED, That the Legislature of Rockland County hereby approves the execution of the Memorandum of Understanding Agreement between the County of Rockland through its Office of the District Attorney and the Village of Spring Valley Police Department, 200 North Main Street, Spring Valley, New York 10977, for the operation of a regional investigative resource center, for the period January 1, 2020 through December 31, 2020, and authorizing execution of this agreement by the County Executive, subject to the approval of the County Attorney; and be it further

RESOLVED, That there are no funds required under these Memoranda of Understanding.

JG:dc
2020-00182
1-15-2020
4/2/2020, 4/8/2020/dmg


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

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


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

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

Date sent to the County Executive:
April 8, 2020



Edwin J. Day, County Executive
County of Rockland



Mary Widmer, Deputy Clerk
Rockland County Legislature

4/9/2020

Date

Regional Investigative Resource Center
MEMORANDUM OF UNDERSTANDING

This agreement is made this _____ day of _____, 2020 between the **County of Rockland**, a municipal corporation having its principal place of business at 11 New Hempstead Road, New City, New York (hereinafter the “County”) and the **Town of Orangetown**, a municipal corporation having its principal place of business at 26 West Orangeburg Road, Orangeburg, New York (hereinafter “Orangetown”). Additional incorporated towns and villages located in the County of Rockland are expected to execute separate agreements with the County under the same terms and conditions as set forth herein and together with Orangetown are collectively referred to herein as Local Participating Agencies. The County and the Local Participating Agencies shall be collectively referred to herein as the “Parties”. The Parties recognize that other regional or National law enforcement agencies, such as the New York State Police, the Federal Bureau of Investigation and Homeland Security, may participate in the Regional Investigative Resource Center as described herein. Said agencies are referred to herein as Regional Participating Agencies.

Whereas, there is evidence of organized criminal activity and illicit trafficking in drugs in Rockland County, and

Whereas, such illicit activity has substantial and detrimental effect on the health and general welfare of the people of said area, and

Whereas, the effective interdiction of this type of criminal activity cannot be adequately addressed on a local level and requires a regional response and cooperation between the various law enforcement agencies, and

Whereas, it is essential to create a shared service environment by and between the County and local law enforcement agencies in Rockland County to effectively and efficiently utilize all available resources, both human and technological, and avoid duplication of effort and expense to address these critical law enforcement issues, and

Whereas, there is a history of cooperation that has existed between various Law Enforcement Agencies in Rockland County since 1975, and

Whereas, The Rockland County Drug Task Force has been effective in responding to illicit drug trafficking in Rockland County since 1975, and

Whereas, organized crime investigators employed by the County have been effective in responding to organized criminal activity in Rockland County, and

Whereas, Technology, as it continues to evolve, offers considerable opportunities to increase the effectiveness and efficiency of law enforcement,

Regional Investigative Resource Center

MEMORANDUM OF UNDERSTANDING

Now therefore, in consideration of the foregoing, the Parties hereto agree to the following:

1. To create a “Shared Services” environment to effectively and efficiently utilize all available resources, both human and technological, in an “All Crimes” approach to secure justice and public safety in the 21st Century.
2. The following law enforcement functions shall be conducted as shared services pursuant to this memorandum of understanding and shall hereinafter be collectively referred to as the Regional Investigative Resource Center (hereinafter “RIRC”).

The RIRC shall be comprised of the following ‘Units’:

The Drug Task Force (DTF)

The Organized Crime and Gang Investigation Unit (OCGIU)

The Investigative Technology Support Center (ITSC)

- a. The **DTF** shall be responsible for performing the following law enforcement functions throughout the County of Rockland:
 - i. Disrupt illicit drug trafficking in Rockland County by immobilizing targeted violators and trafficking organizations;
 - ii. Gather, report and exchange intelligence data relating to the trafficking of illicit narcotics and dangerous drugs;
 - iii. Conduct electronic and undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force’s illicit narcotic enforcement efforts will result in effective prosecution before the courts of the United States and the State of New York; and
 - iv. Coordinate its investigative efforts with those of all available local, state and federal police agencies in an effort to pursue the natural progression of narcotics investigations from street level trafficking to mid and upper level narcotics trafficking.
- b. **The Rockland County Organized Crime and Gang Investigation Unit** has a long record of achievement in the Investigation of Organized Crime. This RIRC unit shall be responsible for performing the following law enforcement functions throughout the County of Rockland:
 - i. The primary assignment of this unit is to investigate Organized Criminal Activity, including Traditional Organized Crime, Non-Traditional Organized Crime and Gang related crime
 - ii. Since organized crime does not restrict itself to established geographic boundaries, this unit will continue its long-established procedure of working closely with neighboring jurisdictions on the local (Bergen

Regional Investigative Resource Center

MEMORANDUM OF UNDERSTANDING

County), state (New York and New Jersey State Police) and Federal Agencies (FBI, ICE, DEA) levels

- c. **The Investigative Technologies Support Center** shall be responsible for operational and end-user support of all necessary electronic needs for the DTF and OCGIU. This RIRC unit shall be responsible for performing the following law enforcement functions:
 - i. Electronic surveillance applications, systems security, researching and evaluating of software packages for investigative purposes, developing and maintaining in-house database applications and data, repairing and maintaining computers and peripheral equipment, training personnel in the use of database and other software applications, preparing Investigative Technology budgets and keeping an accurate inventory of all computer, media and surveillance related equipment issued to department personnel.
 - ii. Implementation and maintenance of computer systems, mobile data systems, network, radio and voice communication systems, and numerous other databases and systems as they relate to the IRC.
 - iii. Support the connectivity to various County, State and Federal information repositories and systems via secured wide area networks.
 - iv. Coordinating the installation of technology equipment and is responsible for coordinating the planning, design, integration and implementation of the various technological programs and systems in use, and those contemplated for future implementation and coordinating with other appropriate agencies as needs arise.
 - v. Assist investigative units within Rockland County and provide technical collaboration and support to other state, county, local and federal law enforcement agencies in the region.
 - vi. Provide expert advice, as it pertains to state and federal laws governing these types of investigations and additionally facilitate this part of the investigation.
 - d. Each unit described above shall have a unit director (the “Unit Director”) who shall be designated by the governing board as set forth below.
 - e. Additional units may be added to the RIRC by an act of the Governing Board as hereinafter defined.
3. Governing Board
- a. A Governing Board (hereinafter the “Board”) shall have the authority to adopt rules and policies governing the operation of the RIRC and the individual Units and any other shared service units hereafter created by the Board, as it deems necessary. There shall be voting and non-voting members of the Board. Voting members of the Board shall consist of a duly authorized representative of the District Attorney’s Office, the Sheriff’s Department and each Local Participating Agency or Regional Participating Agency that has assigned at

Regional Investigative Resource Center

MEMORANDUM OF UNDERSTANDING

least one law enforcement officer full time to any of the foregoing units. Non-voting members of the Board shall consist of any member in good standing of the Rockland County Police Chiefs Association that has not assigned at least one officer full time to any of the foregoing units or any other approved shared service.

- b. A simple majority of the voting members of the Board must be in attendance to establish a quorum. An absent member may vote through proxy or designee. Each voting member of the Board shall have an equal vote in the conduct of its business. The District Attorney, or his designee, shall serve as the chairperson of the Board (the "Board Chair").
 - c. Regular meetings of the Board shall be held no less than six (6) times per year, unless otherwise determined by the Board. Special meetings of the Board may be called by the Board Chair or by a majority of the voting members of the Board.
 - d. The act of a majority of the voting members of the Board present at a meeting duly held at which a quorum is present shall be the act of the Board.
4. Assignment of Personnel
- a. Each assigning agency shall recommend proposed law enforcement officers to be assigned to any of the RIRC units. Such members shall be experienced law enforcement officers, preferably with relevant experience in the proposed area of assignment.
 - b. The approval of all assignments shall be an act of the Board. A list of all officers assigned to the RIRC units shall be maintained by the Board and shall be updated as officers are added or removed (the "Active List").
 - c. Members assigned to the RIRC shall remain in such assignment for a period of not less than one year. In the event of exceptional circumstances and, when possible with 30 days notice provided to the Board, participating agencies may remove an assigned member who has not completed one year in such assignment.
 - d. The Board reserves the right to remove any member from any RIRC unit when it is determined to be in the best interest of the Unit to do so.
 - e. The Board shall actively solicit and encourage the assignment of law enforcement officers to the RIRC units from any and all local, state and federal law enforcement agencies whose geographical jurisdiction includes Rockland County. The Board based upon sound law enforcement considerations shall establish the maximum number of officers to be assigned. This determination shall not be influenced by consideration of potential asset forfeiture distribution.
 - f. A part-time assignment of a law enforcement officer to the RIRC shall only be accepted for the ITSC and shall not constitute or be calculated as full participation in an RIRC Unit for the distribution of asset forfeiture.

5. Operating Procedures

Regional Investigative Resource Center

MEMORANDUM OF UNDERSTANDING

- a. Operational matters, such as the selection of investigative targets, the timing and location of investigations, and the selection of investigative techniques, shall be the responsibility of the Unit Director.
6. Funding: Personnel Costs, Equipment, Office Space
 - a. Subject to available appropriations, Rockland County will provide the necessary funds and equipment to support the activities of the officers and investigators assigned to the RIRC units. Such support will include office space, salaries of support staff and items such as vehicles, vehicle operating expenses, office supplies and equipment, travel funds, investigative equipment training and other support items as approved by the Unit Director and/or the Board.
 - b. The County agrees to fund all telephone services associated with the installation and use of electronic surveillance equipment, i.e. wiretaps, pen registers and video surveillance.
 - c. Funding for operational matters, including purchase of evidence, payments to confidential informants and miscellaneous expenses will occur in accordance with Rockland County guidelines and procedures.
 - d. Each Local Participating Agency and Regional Participating Agency will be responsible for the salary and fringe benefits of its own members assigned to each of the RIRC unit(s).
7. Civil Liability And Indemnification Issues
 - a. Under no circumstances shall a Local Participating Agency or Regional Participating Agency assume liability for the actions of the RIRC unit members who are not employed by that agency.
 - b. Participating agencies shall not seek or be entitled to indemnification from other participating agencies for any judgment or costs of litigation arising out of the acts of the unit's personnel employed by that agency.
8. Asset Forfeiture
 - a. The parties acknowledge that investigations conducted by the RIRC units may result in the seizure and forfeiture of assets derived from criminal activity. Any assets seized by any of the RIRC units and lawfully forfeited in accordance with State or Federal forfeiture laws shall be distributed as follows:
 - (i) Twenty percent (20%) of the net of any forfeited asset(s) shall be retained in a segregated asset forfeiture account for the sole and exclusive use of the RIRC units as determined by the Board.
 - (ii) Thirty percent (30%) of the net of any forfeited asset(s) shall be retained by the District Attorney's Office.
 - (iii) Fifty percent (50%) of the net of any forfeited asset(s) shall be distributed pro rata to each Local Participating Agency that has assigned a law enforcement officer(s) to any RIRC unit based

Regional Investigative Resource Center

MEMORANDUM OF UNDERSTANDING

upon the total number of full-time officers assigned to the unit(s). For the purpose of asset forfeiture distribution, the pro rata distribution shall be based on the number of officers assigned during the time period of the investigation which led to the seizure of assets, as determined by the Active List(s) in effect during that time period.

9. Integrity Control

- a. The RIRC unit Director shall investigate a complaint made against any unit member, while acting within the scope of the unit assignment. If the complaint is made against a unit member from a local participating agency, the administrative head of the agency shall be advised and will participate in a joint investigation with the unit Director. Complaints made against any unit member, while acting outside the scope of the unit assignment, shall be the sole responsibility of the agency employing that member. Disciplinary action, if any, shall be the responsibility of the employing agency.

10. Disputes

- a. The Board shall settle disputes between participating agencies arising from the operation and activity of the RIRC units.

11. Freedom Of Information Requests

- a. Requests for information made pursuant to the New York State Freedom of Information Law shall be addressed to the particular RIRC unit and immediately forwarded to the Rockland County District Attorney's Office, One South Main Street, Suite 500, New City, New York 10956.

12. Term

- a. The term of this Memorandum of Understanding shall be from January 1, 2020 through December 31, 2020.
- b. Any party may terminate this agreement at any time on thirty (30) days prior written notice.

Regional Investigative Resource Center
MEMORANDUM OF UNDERSTANDING

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

DISTRICT ATTORNEY

By: _____
Thomas E. Walsh II
District Attorney

Date: _____

TOWN OF ORANGETOWN

By: _____
Teresa Kenny
Supervisor

Date: _____

DEPARTMENT OF LAW

By: _____
Jeanne Gilberg
Principal Assistant
County Attorney

Date: _____

COUNTY OF ROCKLAND

By: _____
Edwin J. Day
County Executive

Date: _____

JG:dc
2020-00181

Form C

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: PlayPower, Inc.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS

Proposer's Signature: _____

A handwritten signature in blue ink, appearing to be "M. H.", is written over the signature line.

Date: _____

2/23/17

NJPA's clarification on exceptions listed above:



Contract Award
RFP #030117

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for RECREATION AND PLAYGROUND EQUIPMENT, ACCESSORIES, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: PlayPower, Inc. Date: February 23, 2017

Company Address: 11515 Vanstory Drive #100

City: Huntersville State: NC Zip: 28078

Contact Person: David Sheedy Title: Director of Sales

Authorized Signature:  Kevin Walker
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 030117-LTS

Proposer's full legal name: PlayPower, Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be April 14, 2017 and will expire on April 14, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on April 14, 2017

NJPA Contract # 030117-LTS

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name PLAYPOWER, INC.

Authorized Signatory's Title Chief Financial Officer



VENDOR AUTHORIZED SIGNATURE

MICHAEL A. PRUSS

(NAME PRINTED OR TYPED)

Executed on April 17, 2017

NJPA Contract # 030117-LTS

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

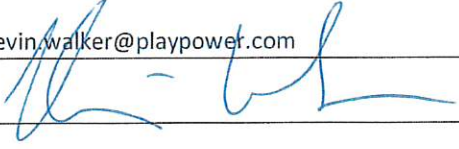
Company Name: PlayPower, Inc.

Address: 11515 Vanstory Drive #100

City/State/Zip: Huntersville, NC 28078

Telephone Number: 704-949-1600

E-mail Address: kevin.walker@playpower.com

Authorized Signature: 

Authorized Name (printed): Kevin Walker

Title: Sales Administration / Customer Service Manager

Date: Feb 23, 2017

Notarized

Subscribed and sworn to before me this 17th day of Feb., 20 17

Notary Public in and for the County of Lawrence State of mo

My commission expires: April 13, 2018

Signature: 



KIM ADAMS
My Commission Expires
April 13, 2018
Lawrence County
Commission #14435117



Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: PlayPower, Inc

Questionnaire completed by: David Sheedy, Julie Davis

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?

Net 30 days upon invoicing

- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

PlayPower has partnered with National Cooperative Leasing (NCL) to offer NJPA members a complete suite of finance solutions. NCL is a current NJPA financing contract holder (#032615-NCL) and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from \$5,000.00 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including Tax-Exempt Municipal Leases and a Purchase Order Only program. There is no ownership, common ownership, or control between PlayPower and NCL.

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

PlayPower most often will invoice NJPA members directly which makes gathering of sales data very straightforward. Reps/dealers when billing directly are required to provide copies of purchase orders from members which will include PlayPower's NJPA contract number and the NJPA Member number. The proposed process will follow our current NJPA process that requires orders to be coded as an NJPA order at the time of submission.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

No. The benefits of P-card procurement is most beneficial for smaller transactions. PlayPower's average playground sold exceeds \$20,000 so the real benefits of P-card would not be recognized.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

All PlayPower products offer a world class warranty that covers both manufacturing defects and workmanship. See each of our brand's warranty certificates attached separately to this RFP submittal.

- Do your warranties cover all products, parts, and labor?

As a manufacturer of recreation and playground equipment, accessories and supplies, we warranty our materials and workmanship only. All labor, including installation and repairs can be coordinated and quoted on a case by case basis with our Representative/Distributor/ Dealer Network. A complete listing of our Representative/Distributor/ Dealer Network has been provided.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

There are no usage limit restrictions with our warranty. Warranty statements for all of our brands have been supplied with this RFP submittal.

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

Industry standards dictate that travel time is not covered under warranty. While there are some exceptions, PlayPower typically adheres to this standard.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?

All PlayPower brands can provide warranty repairs in all regions of the United States.

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

PlayPower does not warranty products and services from other manufacturers. Any products sold from other manufacturers as a turn-key solution carry a warranty provided by the original manufacturer.

- What are your proposed exchange and return programs and policies?

While the product is standard, the design of Recreation and Playground Equipment accessories and supplies is very customized. Due to this, Playpower requires a 30% restocking fee for returns and exchanges.

- 6) Describe any service contract options for the items included in your proposal.

All of PlayPower's Representatives, Distributors, Dealers and Installers are factory trained and certified to service and repair our products. All warranty and service work will be coordinated between the NJPA member and our representatives.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

A good family can make all the difference - so we would like you to meet one of the greatest families in the world: PlayPower. We lead the world in recreation equipment manufacturing - everything from commercial playgrounds, park & site amenities, fitness equipment, and shade, to floating modular boat docks and safety surfacing. All professionally supported by representatives all over North America (and the world for that matter) to meet NJPA Members' needs.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and

product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Due to the size and scope of our product offering along with seven separate brands (companies) offered in this proposal and the discount structures varying by brand, a separate pricing discount file has been provided with this RFP submittal. Please refer to that document.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

As stated above, due to the size and scope of our product offering along with seven separate brands (companies) offered in this proposal and the discount structures varying by brand, a separate pricing discount file has been provided with this RFP submittal. Please refer to that document.

- 10) The pricing offered in this proposal is

- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- X c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- _____ d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

Volume Rebates (per calendar year):

- \$500,000 - \$999,999 - 1% rebate
- \$1,000,000 - \$1,499,99 - 2% rebate
- \$1,500,000+ - 3% rebate

- 12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.

This service is coordinated by our independent representative/distributor/dealer networks. In the event PlayPower is doing the billing, we simply do a pass through with no markup on these services. Each service can vary due to location, size and scope of work.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Some projects related to our recreation and playground equipment products, accessories and supplies can be material-only procured or more often, a turn-key solution. In the event of a turnkey solution project, sourced work such as installation, curbing, sidewalks, landscaping, and any other types of non-equipment related work could be involved. This service can be coordinated by our independent representative/distributor/dealer networks. In the event PlayPower is doing the billing, we simply do a pass-through with no markup on these services. Each service can vary due to location, size and scope of work. Installation is specifically addressed in the pricing discount schedule which is provided with this RFP submittal.

14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

Any additional freight cost will be evaluated by PlayPower's shipping department and the best available rate and service will be passed on to the NJ PA member during the quote process.

15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

As is the case in the 48 contiguous United States, freight is the responsibility of the NJPA member. Additional freight charges will be evaluated by PlayPower's shipping department and the best available rate and service will be passed on to the NJ PA member during the quote process.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Where it makes sense, we use **Intermodal freight transport** which involves the transportation of freight in an intermodal container or vehicle, using multiple modes of transportation (rail, truck, ship), without any handling of the freight itself when changing modes. The method reduces cargo handling, and so improves security, reduces damage and loss, and allows freight to be transported faster. Reduced costs over road trucking is the key benefit.

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

- PlayPower's order entry system has required point and click requirements as it relates to contracts. When an order is entered, the system literally prompts the user with the question "Is this a NJPA project?" and the user is required to answer YES or NO to proceed. The order entry system also checks for minimum discount compliance.
- All NJPA orders are also reviewed manually for compliance to ensure minimum NJPA pricing discounts and are entered with a NJPA code to ensure proper reporting and administrative fee.
- In addition, management reviews total amount of NJPA sales for accuracy and in addition, evaluates representatives' performance selling the NJPA contract on an annual basis.
- NJPA sales tracking is included in PlayPower's corporate budgeting process.

18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

We propose a 1% administrative fee for all PlayPower Equipment sold. This is calculated at LIST PRICES and not discounted net sales. In addition, we propose a 1% administrative fee for all open market/turnkey solution products, work and services billed and provided to NJPA members directly from PlayPower or through our independent representative/distributor/dealer network.

Industry-Specific Questions

19) Of the following main categories, identify those in which you provide solutions: playground, recreation, aquatic/beach, and/or ice arena.

Playground equipment, recreation and aquatic/beach

20) If your RFP offering better fits within a sub-category not identified in the preceding question, identify the subcategory using the list provided in the scope section of this RFP (Sec. 3.17.1.1).

PlayPower offers solutions in all categories/sub-categories with the exception of ice arena products

21) Rank any subcategories you fit into (e.g., 1-5) based on how strongly you are positioned within each.

1. Playgrounds
2. Shade
3. Outdoor Exercise Equipment
4. Site Amenities & Site Furnishings
5. Recreation
6. Playground Surfacing
7. Bike Racks
8. Aquatic, beach, trail – Docks
9. Skate Park
10. Shelters

22) Specifically describe any manufacturing processes or material specification-related attributes that differentiate your offering from your competitors.

PlayPower creates state-of-the-art recreation, playground equipment, outdoor fitness, dock systems, contained play systems, shade, benches, tables, etc. utilizing the best in materials and processes. Just a few of our state-of-the-art innovations and features are:

- Versalok® II clamping system makes installation of components a snap. The clamp is made from up to 100% recycled aluminum alloy, and all fastening hardware is stainless steel and tamper-resistant.
- GatorGrip® - Miracle's handrails and rungs feature GatorGrip, with a texture that is friendly and reassuring to small hands.
- Flo-Coat® - Our state-of-the-art Flo-Coat® steel tubing was developed specifically for children's playground equipment, and is zinc galvanized coated inside and out for superior resistance to abrasions, scratches, salt, and the elements.
- Mira-Cote® - All metal components are finished with Mira-Cote- a durable, electrostatically applied, non-toxic, lead-free, polyester powder coating that's available in almost 30 colors.
- Mira-Therm® - All decks, steps, ramps, and bridges, as well as a variety of complementary items, are coated with Mira-Therm®, our proprietary brand of polyvinyl chloride (PVC) containing UV stabilizers, color pigments, and flame retardants. Mira-Therm® coated punched steel with folded edges provides quick drainage, with holes too small for fingers.
- Naturtek - Our exclusive material is the most realistic natural imitation in the marketplace. It not only looks real, but feels real. That's because we've been able to replicate the actual look and feel of real rocks, trees and stumps. This product is unlike any other.
- Gelefish - We've transformed the playground by fusing trend-setting designs with traditional play events that kids love. Gelefish offers a customizable design with countless possibilities of play component configurations delivering more fun-per-foot.
- EZ Dock Flotation Chambers - Simply put, our patented flotation design creates stability. When you walk on an EZ Dock, you will immediately notice the difference when compared to other floating docks. Our docks don't just float, they actually enhance steadiness thanks to the compression and suction of the hollow chambers on the underside.
- EZ Dock Connection Couplers - EZ Dock's patented connection couplers allow sections to move independently under high-stress conditions, while still providing unified firmness.

Plus, our polyethylene construction provides outstanding modularity, buoyancy, functionality and safety.

- NEOS outdoor electronic playgrounds were the first of its kind introduced in the marketplace. Our fun electronic games inspire kids of all ages to go out and play.
- PlayPod. This innovative service employs Microsoft Tag to provide 24/7 mobile access to useful information for both maintenance professionals and anyone using the equipment. PlayPod delivers a playground ownership experience unmatched in the industry. It provides instant access to individualized installation and maintenance data and customer service links as well as fun play tips. PlayPod is a value-added service that works when users download the free Tag mobile app to a smartphone.
- BIBA Play, our fun-inspired mobile smartphone play application, while fun for kids and caretakers, is a data-capture system which allows NJPA members to capture data about their playgrounds for such things as playground usage habits, like time of day, gender usage, component usage, demographics and really endless other data. This yields big insight for NJPA members regarding information about their playgrounds. No other manufacturers offers this.

23) Describe any serviceability attributes that your offered solutions contain. Please indicate which of these attributes are considered "industry-expected attributes" and which you believe are "vendor differentiators."

In coordination with our vast array of local representatives, distributors and dealers, we offer a solution for NJPA members from the design phase of their project all the way through the installation. We always design for no cost to the NJPA member which differentiates us from some other competitors. PlayCreator, our proprietary software that no other manufacturer has, allows us to design for safety and standards. Our representatives manage projects through the construction phase, whether we are coordinating that work or whether it is being coordinated by the NJPA member. Some other manufacturers work on a "supply only" basis and do not offer this. And once the project is complete, our representatives can offer maintenance. In addition, all of our outdoor play representatives and installers are Certified Playground Safety Inspectors (CPSI) and can provide safety inspections for NJPA members for all of their playgrounds, whether they were manufactured by PlayPower or not. We know what NJPA members expect and we have them covered from top to bottom.

Signature: _____



Date: _____

2/23/17

**AMENDMENT #1
TO
SOURCEWELL CONTRACT #030117-LTS**

THIS AMENDMENT is by and between **Sourcewell** and **PlayPower, Inc.** (Vendor).

Vendor was awarded a Sourcewell Contract for Recreation and Playground Equipment, Accessories, and Supplies effective April 14, 2017, through April 14, 2021, relating to the provision of services by Vendor and to Sourcewell and its Members (Original Contract).

The parties agree that certain terms within the Original Contract will be amended and only to the extent as hereunder provided.

IN CONSIDERATION OF the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.
2. Effective June 6, 2018, NJPA changed its name to Sourcewell. All references in these documents to NJPA should be read as being replaced with "Sourcewell."

Remainder of page intentionally left blank.

4. Form A – Question 2 is modified to add No Fault, LLC. Vendor acquired No fault, LLC on January 28, 2019, and wishes to add No Fault's full product line to the Original Contract. In Vendor's original response, some of No Fault's products were included in the original proposal.

Except as amended by this Amendment, the Original Contract remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
Autho: C0FD2A139D06489...

Jeremy Schwartz
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 4/3/2020 | 1:33 PM CDT

PlayPower, Inc.

DocuSigned by:
By: Christine Stepp
Autho: 8BA86C2CFA1740F...

Christine Stepp
Name – Printed

Title: Sales & Marketing Contract Administrator

Date: 4/3/2020 | 11:32 AM CDT

Sourcewell-APPROVED:

DocuSigned by:
By: Chad Coauette
Autho: 7E42B8F817A64CC...

Chad Coauette
Name – Printed

Title: Executive Director/CEO

Date: 4/3/2020 | 1:34 PM CDT

WARRANT

Warrant Reference	Warrant #	Amount
Approved for payment in the amount of		
	060520	\$ 340,376.77
	061620A	\$ 139.99
	061820	\$ 87,795.73
	062320	\$ 1,630,831.69
	062420	\$ 218,458.80
	070720	\$ 468,445.31
	Total	\$ 2,746,048.29

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

APPROVAL FOR PAYMENT

AUDITING BOARD

Councilman Gerald Bottari

Councilman Paul Valentine

Councilman Thomas Diviny

Councilman Denis Troy

Supervisor Teresa M. Kenny

**TOWN OF ORANGETOWN
FINANCE OFFICE MEMORANDUM**

TO: THE TOWN BOARD
FROM: JEFF BENCIK, *DIRECTOR OF FINANCE*
SUBJECT: AUDIT MEMO
DATE: 6/30/2020
CC: DEPARTMENT HEADS



The audit for the Town Board Meeting of 7/7/2020 consists of 6 warrants for a total of \$2,746,048.29.

The first warrant had 46 vouchers for \$340,376 and had the following items of interest.

1. Jett Industries (p3) - \$211,831 for sewage plant equipment (bonded).
2. NYPA (p3) - \$22,054 for streetlight project.
3. RCSWMA (p8) – \$5,260 for solid waste removal.
4. Scalise & Hamilton (p9) - \$24,525 for outside counsel.
5. Victor P. Zugibe (p16) - \$8,716 for South Blvd. sanitary sewer repair (bonded).

The second warrant had 11 vouchers for \$139 and was for safety shoes.

The third warrant had 10 vouchers for \$87,795 and had the following items of interest.

1. Chazen Engineering (p1) - \$8,185 for traffic signal replacement.

The fourth warrant had 63 vouchers for \$1,630,031 and had the following items of interest.

2. CSEA Employee Benefit Fund (p2) - \$31,141 for CSEA dental insurance.
3. Metlife (p3) - \$6,724 for Police dental insurance.
4. NYS Dept. of Civil Service (p4) - \$1,477,369 for June/July H/C Benefits.

The fifth warrant had 215 vouchers for \$218,458 and was for Medicare reimbursements.

The sixth warrant had 199 vouchers for \$468,445 and had the following items of interest.

5. Applied Golf (p3) - \$126,500 for Blue Hill contract.
6. Applied Golf (p4) - \$59,500 for Broadacres contract.
7. Big Wave INTL (p8) - \$6,425 for drive in movie night.

8. Brooker Engineering (p11) - \$7,181 for return of escrow.
9. Global Montello (p22) - \$7,686 for fuel.
10. Goosetown Enterprises (p25) - \$28,502 for Police equipment.
11. Hudson Machinery LLC (p29) - \$8,539 for sewer rental of equipment.
12. JCI Jones Chemicals (p33) - \$9,551 for Sewer chemicals.
13. Precision Electric Motor Works (p47) - \$8,695 for Sewer pump repair.
14. RCSWMA (p51) - \$6,395 for solid waste removal.
15. Slack Chemical (p55) - \$25,830 for sewer chemicals.
16. State Comptroller (p57) - \$31,221 for Justice fines.

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

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