

## NARRATIVE SUMMARY

This is a request submitted by New York City Football Club (“NYCFC”), and its affiliated company, Orangeburg Acquisition Co., LLC (together the “Applicants”). NYCFC is a professional soccer team which plays in Major League Soccer (“MLS” or the “League”). Orangeburg Acquisition Co., LLC is the owner of the property located at 200 Old Orangeburg Road, Pearl River, New York, also known as tax lot Section 73.12, Block 1, Lot 3.2 (the “Premises”).

The Applicants previously applied to the Town of Orangetown for a site plan approval for the construction of a training facility for the team at the Premises. The training facility consists of a full-sized grass soccer field, plus an additional half sized soccer field along with a building of approximately 25,000 square feet, containing offices, locker rooms, exercise rooms and equipment, along with a separate maintenance building of approximately 2,600 square feet. The Town Planning Board provided final site plan approval at the meeting held on July 13, 2016. Subsequently, an amended site plan approval was obtained for some minor changes to the parking area. The Town issued a final certificate of occupancy for the facility on May 31, 2019, upon completion of construction.

Sporting events in the State of New York were suspended due to the COVID-19 pandemic. The State is now in the process of reopening and the County of Rockland is currently in Phase IV. As part of this reopening, professional sporting events are now able to be held, but without public attendance. MLS has been moving toward a reopening of the League and would like to begin playing games. NYCFC normally plays its home games at Yankee Stadium. Because the New York Yankees will be using the Stadium as part of its reopening, that facility will not be available to NYCFC. The Applicants have submitted requests and information to MLS to request that it be allowed to utilize the training facility in Pearl River for its home games. This will necessitate the placement of some temporary structures to allow games to be broadcast live from the training facility. Additionally, temporary structures will be needed at the site for use by opposing teams for locker room facilities, and bathroom facilities. All of these buildings will be self-contained, temporary modular structures, which will be compliant with all applicable State codes.

In an effort to move this proposal forward, the Applicants, and their representatives, met with representatives of the Town including the Town Attorney, Town Supervisor, Building Inspector, and others. It was suggested that the Town could authorize this proposed temporary use, particularly in light of the circumstances resulting from the COVID-19 pandemic. The Applicants request that the Town Board provide temporary relief from normal site plan requirements to allow the temporary facilities to be installed at the site pursuant to §6-5(f) recently enacted by the Town in response to the COVID-19 pandemic. Attached hereto are some conceptual plans for the placement of these temporary facilities including a locker-room for visiting teams, broadcast and press boxes, and temporary bathrooms.

It is anticipated that NYCFC will play a total of eight (8) home games at the training facility. The first home game is scheduled for on or about August 15, 2020 and it is anticipated

that the last home game will be held on or about November 1, 2020. The request for the installation and placement of the temporary structures at the site would be for this time period. It is anticipated that these structures will be removed and the training facility restored to the original configuration approved by the final site plan on or before thirty (30) days after the final home game.

It is anticipated that all games will be played during daylight hours. However, depending on League scheduling, and broadcast requirements, the Applicants also request that approval be given for the use of temporary lighting for the field, which shall only be utilized during the games and one hour before and after the games.

At this time, there is no request for any fans of the team to attend games at the facility. That will require approval by both the State of New York and MLS. In the event the State and MLS approve the attendance of fans at the games, a new request would be submitted to the Town Board to consider this. In the event the COVID-19 pandemic continues, and the Applicants desire the temporary structures to remain into the 2021 season, an application will be made to the appropriate Town boards for all required approvals.

20' x 88' Temporary Building - Locker Room

20' x 8' Temporary Bathroom Trailer

16' x 20' Temporary Building - Broadcast/ Press Box (2)

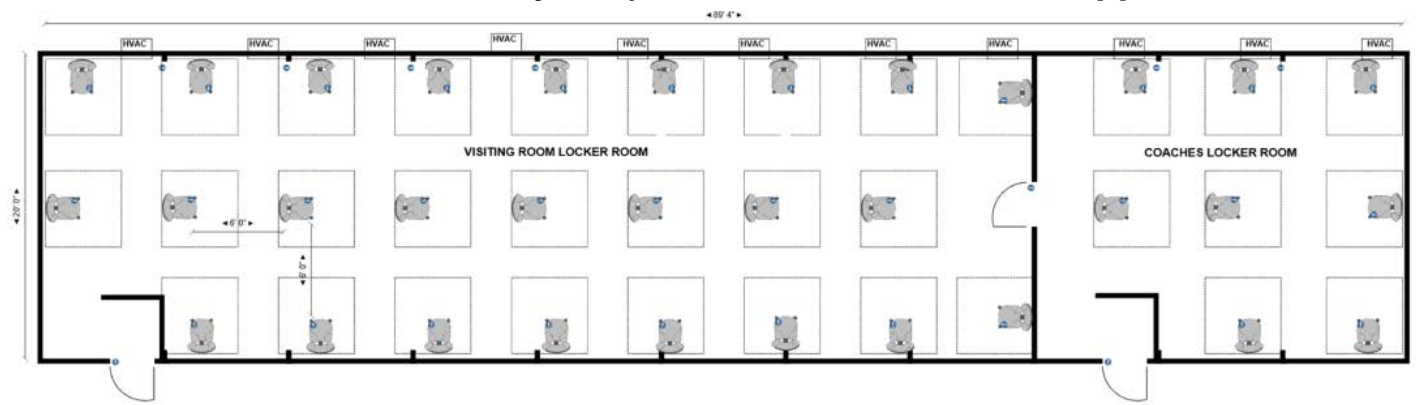
16' x 20' Temporary Building - Video Replay Booth

20' x 8' Temporary Bathroom Trailer



# Proposed Buildings Setup – Concept Only

## Locker Room Layout (NYS Covid-19 Guideline Approved)



## Locker Room (Prototype)



## Proposed Broadcast / Press Box



Law Offices of  
**DAVID HOWE PC**

**MAILING ADDRESS**    **VOICE 845 624 7474**    **OFFICE - by appointment only**  
PO Box 368                      *Fax 845 367 5008*                      328 North Broadway 2<sup>nd</sup> Fl.  
Orangeburg NY 10962-0368 Skype dhoweny                      Upper Nyack NY 10960  
e mail    [dh@davidhowelaw.com](mailto:dh@davidhowelaw.com)

July 6, 2020

Town of Orangetown  
Robert V. Magrino, Town Attorney  
Town Hall  
26 Orangeburg Road  
Orangeburg, New York 10962

RE: Town of Orangetown and  
Mrs. Patricia Scifo- Waffenschmidt

Dear Mr. Magrino:

Enclosed is the original four (4) page Drainage Easement signed by Grantor - Mrs. Patricia Scifo-Waffenschmidt, for real property located at 87 Burrows Lane, Blauvelt NY 10913.

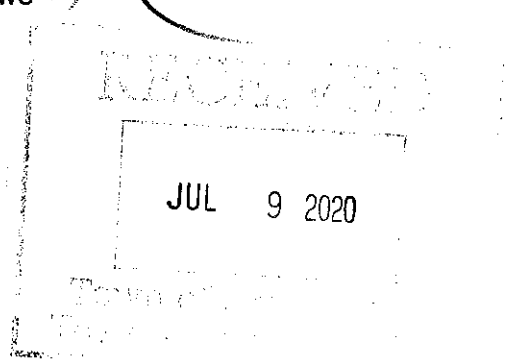
Please forward to me a copy of the fully signed Drainage Easement, when approved. Please also inform if the Town of Orangetown will be filing the original with the Rockland County Clerk's Office.

I thank you very much for the courtesies extended.

Sincerely yours

  
David Howe

Cc: Mrs. Patricia Scifo- Waffenschmidt



## DRAINAGE EASEMENT

THIS AGREEMENT, made as of this 6<sup>th</sup> day of July, 2020 by and between PATRICIA SCIFO-WAFFENSCHMIDT (hereinafter referred to as "Grantor"), of 87 Burrows Lane, Blauvelt, New York, and the TOWN OF ORANGETOWN (hereinafter referred to as "Grantee"), a municipal corporation with its office at 26 Orangeburg Road, Orangeburg, New York,

WITNESSETH THAT, the Grantor, for and in consideration of the sum of TEN (\$10.00) DOLLARS, lawful money of the United States of America, to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, and other good and valuable consideration as herein specifically set forth, has given, granted and conveyed and by these presents does give, grant and convey unto the Grantee, it successors and assigns forever, the right, privilege, authority and easement to utilize, operate, maintain, reconstruct, remove and replace an existing drainage pipe located on the subject property, which pipe having been installed in, on, over and across certain lands owned by the Grantor, situate, lying and being in the Town of Orangetown, County of Rockland, State of New York, being more particularly bounded and described and identified on the Tax Map of the Town of Orangetown as Section 70.09 Block 2, Lot 38 (the "Easement Area"), said easement area intended to be ten feet wide measured from the center of the existing 18" pipe (5 feet on each side) for the length of the pipe area as shown on the plan, excluding the areas mentioned above;

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns forever.

This easement is granted, subject to the following terms and conditions:

1. This easement shall be strictly limited to the purpose or purposes set forth in the recital paragraph above. Any work performed on the Grantor's property by, or on behalf of, the Grantee shall be without cost and expense to the Grantor and shall be performed so as not in any way to interfere otherwise with the use of the lands by the Grantor, except as agreed and specified by this Indenture.
2. The Grantee will, at its sole cost and expense, repair any damage caused by the existence or maintenance of the Grantee's Facilities or by any work or operations performed by the Grantee in connection therewith.
3. The Grantor agrees to permit the Grantee to enter upon the adjacent lands owned by the Grantor, in the immediate area of the Facilities, for the purpose of maintenance and repair and periodic cleaning and removal of debris of the Facilities described herein, provided, except in emergency situations, its duly authorized representative is notified at least forty-eight (48) hours in advance of such work by United States Certified Mail and such representative gives approval therefor in writing, and provided further that such work is performed in a manner so as not to interfere with the use of the

lands by the Grantor. In the event of an emergency, the Grantee may enter upon the lands for the purpose of making emergency repairs, upon giving notice to the duly authorized representative of Grantor. Such notice may be by telephone or fax, but shall be confirmed, in writing by the Grantee within forty-eight (48) hours by written and mailed Notice thereof. For the purposes hereof, contact information of a duly authorized representative of the Grantor shall be provided by the Grantor to the Grantee by a separate Contact Information data sheet to be supplied by Grantee. If Grantor fails to provide the name of a duly authorized representative in writing to the Grantee upon the Contact Information data sheet within 30 days of its mailing by First Class US Mail to Grantor, then no written notice is required to be provided.

4. (a) When the Grantee is operating upon the lands which are the subject matter of this easement, the Grantor shall have the privilege of assigning its own inspector or inspectors to the job, provided Grantor has provided the name of a duly authorized representative as set forth above. The inspector or inspectors so assigned by the Grantor shall have full authority to prevent hazard to any facilities of the Grantor but may not prevent Grantee from performing work that protects the health, safety and welfare of those reliant upon these facilities.

(b) The presence of the inspector or inspectors of the Grantor shall not relieve the Grantee of liability as herein set forth.

5. The Grantee, its successors and assigns, covenants and agrees with the Grantor, its successors and assigns that no permanent buildings or structures other than those authorized herein (i.e. asphalt driveway or such other hard surface and impervious motor vehicle used surface) shall be erected on, in or above the said designated easement lands by either party.

6. The Easement herein granted shall be subject to any and all restrictions, of record, and subject to any and all easements, leases, rights, privileges, licenses or grants heretofore given by the Grantor, or otherwise created, which now exist and which affect the said lands described herein.

7. This Easement shall take effect upon formal acceptance of same by Resolution of the Town Board of the Town of Orangetown.

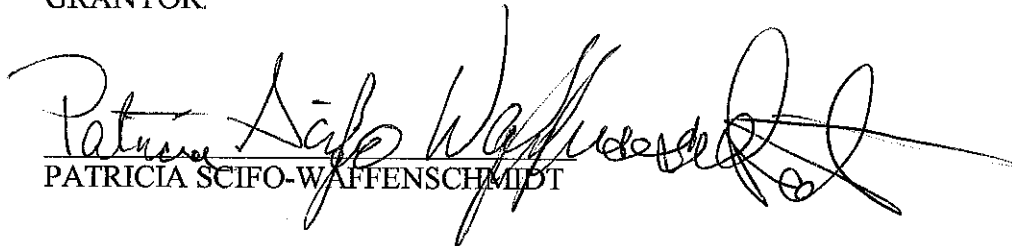
8. In addition to the other covenants and conditions contained in this Easement Grant, the Grantee agrees that it will restore the land of the Grantor as near as its former condition, at its sole cost and expense, whenever work is performed by the Grantee on the Facilities. Where damage has been done to lawns and/or grassed areas, the affected area shall be plowed, disked, raked, fertilized, seeded and mulched to produce a satisfactory stand of grass. After the area has been seeded, the Grantee shall take measures to prevent trespassing thereon. Where damage has been done to hard surface (macadam – asphalt, as examples) driveway then same shall be similarly restored to its prior usable condition.

9. The Grantor reserves to itself and its successors and assigns the right to use surface of the land for any maintenance or construction work or any other purpose, provided such use does not interfere with the use and/or maintenance of this Easement and/or Grantee's Facilities.

10. The Grantee shall not be liable for any physical damages to the immediate easement area done by the Grantee or by any of their employees, agents and/or contractors (excluding gross negligence and intentional acts) to any portions of the real property of the Grantor (except fences across said right-of-way and easement area and/or trees) situated within, upon, over, under and across said right-of-way and easement; it being the intention of the parties hereto that the consideration herein set forth shall include all damages, present and prospective, which may be known, or may be reasonably expected to result from the construction, operation and maintenance of said facilities, in accordance with the rights and privileges herein granted to the Grantee, but subject to the limitations and reservations herein expressly contained. The rights and privileges herein granted the Grantee may be assignable, in whole or in part, by the Grantee and their successors and/or assigns, and shall be binding upon, and inure to the benefit of, the parties hereto, and their respective heirs, executors, administrators, legal representatives, successors and/or assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Easement Grant to be signed by their duly authorized representatives as of the day and year first above written but effective as of the Effective Date.

GRANTOR:

  
PATRICIA SCIFO-WAFFENSCHMIDT

GRANTEE:  
TOWN OF ORANGETOWN

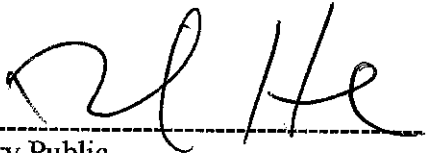
\_\_\_\_\_  
TERESA M. KENNY  
Town Supervisor



STATE OF NEW YORK )

COUNTY OF ROCKLAND )

On this ~~25th~~<sup>3rd</sup> day of ~~June~~<sup>July</sup>, 2020 before me, the subscriber, a Notary Public of the State of New York, personally appeared PATRICIA SCIFO-WAFFENSCHMIDT 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



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Notary Public

**DAVID HOWE**  
Notary Public, State of New York  
Reg. No. 4827425  
Qualified in Rockland County  
Commission Expires July 31, 2022

STATE OF NEW YORK )

COUNTY OF ROCKLAND )

On this \_\_\_\_\_ day of June, in the year 2020 before me, the undersigned, personally appeared Teresa M. Kenny 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.

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Notary Public



## Kimberly Allen

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**From:** Carol LaValle <clavalle46@yahoo.com>  
**Sent:** Monday, July 13, 2020 5:00 PM  
**To:** Aric Gorton  
**Subject:** Re: plants for Tappan Memorial Park

[External Email]

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To Aric Gorton:

The Tappantown Historical Society would like to plant annuals in the planter at the entrance to Tappan Memorial Park on Washington Street and the planter at the south end of the park that faces Oak Tree Road. THS will purchase, plant, and water the annuals. We would also like to put two small signs, 4"x 6," stating that THS donated the plants.

The park is looking much better with the addition of the new attractive trash can container and the new benches, and we appreciate the efforts to control the duck weed with improved drainage. Not an easy task! Thank you. As you may know, THS, the Tappan Library, The Tappan Reformed Church, and the Orangetown Highway Department have worked together to plant and maintain the small triangle at the Kings Highway and Greenbush Road intersection in Tappan. THS also decorates the lamp posts with roping during the holiday season, and we are looking into putting planters along Main Street in the future. Because THS is not holding Colonial Day this year and we are not giving walking tours for the foreseeable future, we are looking for more ways to contribute visually to the historic area.

Thank you for your help with small project.

Carol LaValle  
President

On Monday, July 13, 2020, 12:50:31 PM EDT, Aric Gorton <agorton@orangetown.com> wrote:

Carol,

An email would be fine. Just make mention of the fact that this is being proposed by the Tappantown Historic Society.

Thank you,

Aric T. Gorton

Superintendent of Parks and Recreation

Town of Orangetown

845-359-6503

**From:** Carol LaValle <clavalle46@yahoo.com>  
**Sent:** Monday, July 13, 2020 10:04 AM  
**To:** Aric Gorton <agorton@orangetown.com>  
**Subject:** Re: plants for Tappan Memorial Park

[External Email]

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Thank you, Aric.

Do you want a request on THS letterhead stationary or would an email do? The sign would be no larger than a 4 x 6 file card with the THS logo on it.

Carol

On Friday, July 10, 2020, 02:45:14 PM EDT, Aric Gorton <agorton@orangetown.com> wrote:

Carol,

Thank you for your email. It is good to hear from you.

I'm glad to hear that you like the improvements. We actually build those garbage can surrounds in house and have been placing them as they are assembled.

Yes. I think flowers would be a nice addition.

Could you send me a "formal" proposal that includes the request for the sign? I will have the added to a Town Board agenda for approval.

Please let me know if you have any questions.

Thank you.

Aric T. Gorton  
Superintendent of Parks and Recreation  
Town of Orangetown  
845-359-6503

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

From: Carol LaValle <clavalle46@yahoo.com>  
Sent: Thursday, July 09, 2020 10:40 AM  
To: Aric Gorton <agorton@orangetown.com>  
Subject: plants for Tappan Memorial Park

[External Email]

Hello Aric,

May the Tappantown Historical Society put some annual plants in the empty planters in the Tappan Memorial Park now that it is reopen for use? If so, we will get the plants, put them in, and try to keep them watered. Also, if we can do this, may we put a small sign in the planter saying that the plants are donated by THS?

Also, this is an overdue thank you for the new benches, the attractive garbage container bin, and the improvements in water flow.

Fight on!

Carol LaValle

### **Disclaimer**

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**Town of Orangetown**  
**Parks, Recreation and Building Maintenance**

**RFP**  
**Town Hall H.V.A.C. and Mechanical Services**

**Scope of Work:**

Review the attached equipment list (appendix A) and provide annual cost (labor and material) for:

Preventative Maintenance

Inspections

Seasonal Start Up and Shut Down

Total Annual Cost: \$ 21,998.00

Please provide additional documentation describing your procedures for the items above. Information should include at minimum; numbers of time per year for each piece of equipment and services included.

Please provide pricing information for the following:

**1. Service Work Hourly Rate**

Regular Working Hours	HVAC Mech	BMS Tech
(8 a.m. – 5 p.m. M-F)	<u>\$ 142.00</u>	<u>208.00</u>
 Overtime Working Hours		
(5 p.m. – 8 a.m. M-F)	<u>\$ 213.00</u>	<u>312.00</u>
(5 p.m. Fri – 12 midnight Sat.)	<u>\$ 213.00</u>	<u>312.00</u>
 Sunday Hours		
(12 midnight Saturday – 8 a.m. Monday)	<u>\$ 284.00</u>	<u>416.00</u>
 Holidays:		
(5 p.m. prior night – 8 a.m. following day)	<u>\$ 284.00</u>	<u>416.00</u>





**Requirements:**

Potential vendors are advised that the Town of Orangetown is a municipality and New York State prevailing wage requirements may apply to some or all of the contracts. Bid prices should be reflective of the current rate schedule and all billings related to the contract should include a copy of the companies certified payroll.

**Requests for Clarifications:**

Requests for clarification should be received in writing no later than 5 p.m. on June 12, 2020. Questions should be email to: [agorton@orangetown.com](mailto:agorton@orangetown.com)

**Site Visits:**

Please contact to set up a time. Appointments can be made by contacting the Parks and Recreation office at: 845-359-6503.

**Termination of Agreement:**

Please note, the Town reserves the right to terminate this agreement should the Town decide to vacate any portion of Town Hall resulting in the removal or decommissioning of the heating or air conditioning components listed in appendix A.

**Appendix A  
Equipment List**

<b>Equipment:</b>	<b>Service Times Per Year:</b>	<b>Quantity:</b>
Rooftop AC Chiller (new side)	Operational – 1 Comprehensive – 1 Oil Analysis – 1 Chiller Start Up (air cooled) – 1 Chiller Shut Down (air cooled) – 1 Chiller Condenser Coil Cleaning – 1	1
Governair AHU 10-40 HP	Operational – 3 Comprehensive – 1 Filter Replacement – 1 Belt Replacement	4
Weil McLain Boiler (<120MBH/50HP)	Operational – 1 Comprehensive – 1 Combustion Analysis – 1	2
Exhaust Fan (6-15 HP)	Operational – 4	4
Pump (10-40 HP)	Operational – 4	4
VAV Box	Operational – 1 Filter Replacement	39
AO Smith Hot Water Heater (150-300 gal)	Operational – 4	1
Split System (OPD Radio Room)		1
Trane AHU (10-40 HP)	Operational – 3 Comprehensive – 1 Filter Replacement – 4 Belt Replacement	3
Trane AHU (10-40 HP)	Operational – 4 Comprehensive – 1 Filter Replacement – 4 Belt Replacement	1
Boiler (<120 MBH/50 HP)	Operational – 1 Comprehensive – 1 Filter Replacement – 1	2
Pump (< 10 HP)	Operational – 4	1
Pump (10-40 HP)	Operational – 4	1
Split System Unit (16-50T) (Town Attorney)	Operational – 3 Comprehensive – 1 Condenser Coil Cleaning – 1 Filter Replacement – 4	1
Liquid Cooled Chiller (Attorneys Office & Town Hall)	Startup – 1 Operational – 1 Shutdown - 1	2



**BID PROPOSAL**  
**CONTRACTOR'S BID**  
**FOR**  
**CONSTRUCTION CONTRACT NO. PARKS-05-2020**

**TOWN OF ORANGETOWN, NEW YORK**

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

BY:   BIDDERS NAME AND ADDRESS:

Sport-Tech Acrylics Corp.  
410 Route 22 Brewster, NY 10509  
Telephone: 914.260.8475

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

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

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

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

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

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

## BID PROPOSAL

- C. BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. BIDDER does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the prices(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- E. BIDDER is aware of the general nature of Work to be performed by OWNER and others at the Site, if any, that relates to the Work as indicated in the Bidding Documents.
- F. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- G. BIDDER has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Bidding Documents, and the written resolution thereof by OWNER is acceptable to BIDDER.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- 4.01 BIDDER further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any individual or entity to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.

### 5.01

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

## BID PROPOSAL

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

### **PRE-BID WALKTHROUGH:**

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

### **SPECIFICATIONS:**

#### **BID SPECIFICATIONS – Bid No. PARKS-05-2020 2020 – RESURFACING OF VETERANS PARK BASKETBALL COURTS**

#### **Background and Purpose:**

The Town is seeking to perform the following work at Veterans Memorial Park in the Town of Orangetown:

Repair and resurfacing of one (1) basketball court, 912 square yards.

Funding for these projects will be available in June of 2020.

#### **Scope of Services to be Performed:**

The Contractor shall provide staff, materials and equipment to perform the work at each site.

#### **Veterans Park Basketball Court**

1. Pressure Washing: Utilize walk behind pressure washer, remove all dirt, mildew and other contaminants from the entire surface area. Thoroughly air blow and clean the entire court surface. Water source available adjacent to court.
2. Low Spot and Bird Bath Repair: Identify all low spots/birdbaths and consult with owner. Level and fill with Laykold Acrylic Crack and leveling binder patch, or equivalent.
3. Crack Repair: Rout, air blow and clean all existing structural cracks. Fill with Laykold Acrylic Crack and Leveling Binder, or equivalent.
4. Titan Trax Shiled Surface: Furnish and install the Titan Trax Shield overlay system, or equivalent, directly over the entire existing basketball court, as per the manufacturers specifications.

5. Acrylic Resurfacer: Furnish and install two (2) coats of Laykold Acrylic Resurfacer, or equivalent to entire court area.
6. Acrylic Filler: Furnish and apply one (1) coat of fully pigmented Laykold Acrylic Filler, or equivalent, to entire court area. Color to be determined by owner.
7. Acrylic Finish: Furnish and install one (1) coat of fully pigmented Laykold Acrylic Finish, or equivalent. Color to be determined by owner.
8. Line Striping: Layout and handpaint one (1) set of regulation basketball playing lines as per American Sports Builders Association (ASBA) specifications using Laykold Acrylic Textured white line paint or equivalent.
9. Furnish and install six (6) regulation basketball hoops as per American Sports Builders Association (ASBA) specifications.
10. Clean up general work area.

**General Specifications:**

- All materials must meet industry standards. Provide information on materials.

BID PROPOSAL

**BID SCHEDULE OF PRICES – Bid No. PARKS-05-2020**  
2020 – RESURFACING OF VETERANS PARK BASKETBALL COURT

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

Price Sheet

Due to budgetary restriction the Town may NOT award all items.

**Veterans Memorial Park**

Resurfacing of Veterans Park Basketball Court:

Price in Numbers: \$ 36,480.<sup>00</sup>

Price Written:

Thirty-six thousand four hundred eighty dollars and zero cents.

Installation of six (6) regulation basketball hoops:

Price in Numbers: \$ 27,000.<sup>00</sup>

Price Written:

Twenty-seven thousand dollars and zero cents.



## BID PROPOSAL

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

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

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

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

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

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

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

SUBMITTED ON May 28 2020

State Contractor License No. \_\_\_\_\_ (if applicable)

BID PROPOSAL

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

An Individual

Name (typed or printed): \_\_\_\_\_

By \_\_\_\_\_ (SEAL)  
*(Individual's Name)*

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No. \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of general partner—attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No. \_\_\_\_\_

BID PROPOSAL

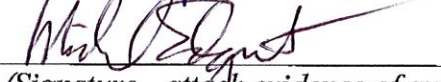
A Corporation

Corporation Name: Sport-Tech Acrylics Corp. (SEAL)

State of Incorporation: New York

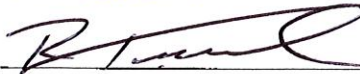
Type (General Business, Professional, Service, Limited Liability) \_\_\_\_\_

Service Corporation

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

Name (typed or printed): Michael Edgerton

Title: President

Attest:  (CORPORATE SEAL)  
*(Signature of Corporate Secretary)* Robert Tranchida

Business address: 410 Route 22 Brewster, NY 10509  
Phone No.: 914-260-8475 Fax No. 914-232-1802

Date of Qualification to do business is: February 1, 2018

BID PROPOSAL

A Joint Venture

Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of joint venture partner—attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

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

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No. \_\_\_\_\_

Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature—attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

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

Phone No.: \_\_\_\_\_ Fax No. \_\_\_\_\_

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

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

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

BID PROPOSAL

ATTACHMENTS

BIDDER and his surety, where appropriate, have completed and executed the attached documents which are identified below.

BID BOND (Penal Sum Form); pages 10 and 11

CERTIFIED CHECK (attached to "Bid Security" page); page 12

STATEMENT OF BIDDER'S QUALIFICATIONS; pages 13 and 14

NON-COLLUSIVE BIDDING CERTIFICATION; pages 15 and 16

STATEMENT OF SURETY'S INTENT; page 17

EQUAL EMPLOYMENT OPPORTUNITY POLICY REQUIREMENT  
CERTIFICATION; page 18

EPA FORM 6100-3; pages 19 and 20

EPA FORM 6100-4; pages 21 and 22

LOBBYING CERTIFICATION; page 23

AIS CONTRACTOR'S CERTIFICATION; page 24

GOSR INTRODUCTORY STATEMENT; pages 25 and 26

GOSR PROC-1 (EEO STAFFING PLAN); pages 27 and 28

GOSR PROC-2 (M/WBE UTILIZATION PLAN); page 29

GOSR PROC-3 (REQUEST FOR WAIVER -- if a waiver is sought); pages 30 and 31

**BID BOND**

PENAL SUM FORM

BIDDER (Name and Address):

Sport-Tech Acrylics Corp.  
410 Route 22, Brewster, NY 10509

SURETY (Name and Address of Principal Place of Business):

Philadelphia Indemnity Insurance Company  
750 West Center Street, Suite 300, West Bridgewater, MA 02379

OWNER (Name and Address):

Town of Orangetown  
26 Orangeburg Road, Orangeburg, NY 10962

BID

BID DUE DATE: May 28, 2020

PROJECT (Brief Description Including Location):

2020 Bid for Resurfacing Basketball Courts at Veterans Memorial Park  
Parks-05-2020

BOND

BOND NUMBER: N/A Bid Bond

DATE (Not later than Bid Due Date): May 28, 2020

PENAL SUM: \*\*\*Five Percent (5%) of the Amount Bid\*\*\*

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

Sport-Tech Acrylics Corp. (Seal)

Bidder's Name and Corporate Seal

By: [Signature]  
Signature and Title

Attest: [Signature]  
Signature and Title

SURETY

Philadelphia Indemnity Insurance Company (Seal)

Surety's Name and Corporate Seal

By: [Signature]  
Signature and Title Diana Toledo, Attorney-in-Fact  
(Attach Power of Attorney)

Attest: [Signature]  
Signature and Title Witness

Notes: (1)	Above addresses are to be used for giving required notice.
(2)	Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

EJcDc NO. 1910-28-D (1990 Edition)

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder, the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or

3.2 All bids are rejected by Owner, or

3.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "bid" as used herein includes a bid offer or proposal as applicable.

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Jeffrey P. Deldin; Christopher P. Green; Diana Toledo; Raegan Guglielmo; Peter J. Reeves OF THE CITY OF BREWSTER, STATE OF NEW YORK, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company; (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

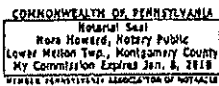
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 14<sup>TH</sup> DAY OF NOVEMBER, 2016.



(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 14<sup>th</sup> day of November, 2016, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

January 8, 2018

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 14<sup>th</sup> day of November, 2016 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 28th day of May, 2020.



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

**Statutory Statements of Admitted Assets, Liabilities and Capital and Surplus**  
(in thousands, except par value and share amounts)

<u>Admitted Assets</u>	As of December 31,	
	2018	2017
Bonds (fair value \$7,036,118 and \$6,911,411)	\$ 7,018,246	\$ 6,708,174
Preferred stocks (fair value \$46,324 and \$50,134)	46,213	48,537
Common stocks (cost \$14,897 and \$31,965)	14,853	33,817
Mortgage loans	473,067	400,590
Real estate	1,514	3,294
Other invested assets (cost \$211,099 and \$234,382)	219,251	240,475
Derivatives	157	-
Receivables for securities sold	1,109	399
Cash, cash equivalents and short-term investments	<u>65,668</u>	<u>140,468</u>
Cash and invested assets	7,840,078	7,575,754
Premiums receivable, agents' balances and other receivables	968,504	831,770
Reinsurance recoverable on paid losses	34,694	33,955
Accrued investment income	82,576	86,998
Receivable from affiliates	5,480	6,611
Federal income taxes receivable	-	4,869
Net deferred tax asset	121,266	113,125
Other assets	<u>5,586</u>	<u>89</u>
Total admitted assets	<u>\$ 9,058,184</u>	<u>\$ 8,653,171</u>

Liabilities and Capital and Surplus

Liabilities:		
Net unpaid losses and loss adjustment expenses	\$ 4,581,608	\$ 4,263,696
Net unearned premiums	1,616,043	1,533,201
Reinsurance payable on paid loss and loss adjustment expenses	30,374	23,933
Ceded reinsurance premiums payable	89,591	80,592
Commissions payable, contingent commissions and other similar charges	234,551	225,361
Federal income taxes payable	3,141	-
Funds held	61,944	83,909
Accrued expenses and other liabilities	37,562	33,890
Payable to affiliates	13,148	10,761
Provision for reinsurance	-	1
Payable for purchased securities	<u>20,741</u>	<u>81,458</u>
Total liabilities	<u>\$ 6,688,703</u>	<u>\$ 6,336,802</u>

Capital:

Common stock, par value of \$10 per share; 1,000,000 shares authorized, 450,000 shares issued and outstanding	4,500	4,500
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Surplus:

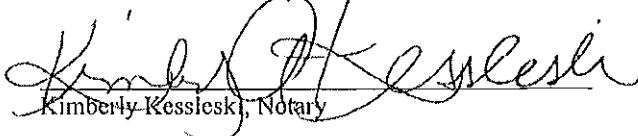
Gross paid-in and contributed surplus	386,071	386,071
Unassigned surplus	<u>1,978,910</u>	<u>1,925,798</u>
Total surplus	<u>2,364,981</u>	<u>2,311,869</u>
Total capital and surplus	<u>2,369,481</u>	<u>2,316,369</u>
Total liabilities and capital and surplus	<u>\$ 9,058,184</u>	<u>\$ 8,653,171</u>

The undersigned, being duly sworn, says: That she is the Executive Vice President and Chief Financial Officer of Philadelphia Indemnity Insurance Company; that said Company is a corporation duly organized in the state of Pennsylvania, and licensed and engaged in the State of Pennsylvania and has duly complied with all the requirements of the laws of the said State applicable of the said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress. And that to the best of her knowledge and belief the above statement is a full, true and correct statement of

Attest:

COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL Kimberly A. Kessleski, Notary Public Lower Merion Twp., Montgomery County My Commission Expires Dec. 18, 2020 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES
--

  
 Karen Gilmer-Pauciello, EVP & CFO

  
 Kimberly Kessleski, Notary

Sworn to before me this 21st day of May 2019.



Individual Acknowledgment

State of \_\_\_\_\_  
County of \_\_\_\_\_ } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me personally came \_\_\_\_\_ to me known, and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed the same.

INDIVIDUAL  
ACKNOWLEDGEMENT

My commission expires \_\_\_\_\_  
Notary Public

Partnership Acknowledgment

State of \_\_\_\_\_  
County of \_\_\_\_\_ } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me personally came \_\_\_\_\_ to me known and known to me to be a member of the firm of \_\_\_\_\_ described in and who executed the foregoing instrument, and he thereupon acknowledged to me that he executed the same as and for the act and deed of said firm.

PARTNERSHIP  
ACKNOWLEDGEMENT

My commission expires \_\_\_\_\_  
Notary Public

Corporate Acknowledgment

State of New York  
County of Putnam } ss.

On this 21<sup>st</sup> day of May, 2020, before me personally came Mike Edgerton, to me known,

who being by me duly sworn, did depose and say that he is the President of Sport-Tech Acrylics, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

CORPORATE  
ACKNOWLEDGEMENT

My commission expires \_\_\_\_\_  
Notary Public



State of New York  
County of Putnam } ss.

On this 28th day of May, 2020, before me personally came Diana Toledo to me known, who, being by me duly sworn, did depose and say that

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

SURETY  
ACKNOWLEDGEMENT

My commission expires \_\_\_\_\_  
Notary Public

RM # 13

RAEGAN A. GUGLIELMO  
Notary Public, State of New York  
No. 01GU62707380  
Qualified in Putnam County  
Term Expires 6/15/21

## STATEMENT OF BIDDER'S QUALIFICATIONS

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

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

1. Name of Bidder *Sport-Tech Acrylics Corp.*
2. Permanent main office address *410 Route 22 Brewster, NY 10509*
3. When organized *February 1, 2018*
4. If a corporation, where incorporated *New York*
5. How many years have you been engaged in the contracting business under your present firm or trade name? *2 years*
6. List any other names you have operated under for the last ten (10) years. *N/A*
7. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)  
*\*Varies by project - have 50 larger projects on the books*
8. General character of work performed by your company  
*Repair and resurfacing of acrylic sport surfaces.*
9. Have you ever failed to complete any work awarded to you? *No.*

If so, where and why?

10. List and summarize all DOL, OSHA, USEPA, NYSDEC or other environmental regulatory agency violations in the last five (5) years.

*N/A*

11. Have you ever defaulted on a contract?

*No.*

If so, where and why?

12. List a minimum of three (3) projects having a scope similar to this project. Each reference shall consist of : *\* Please see attached Reference List\**

BP-13

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

Dated: May 22, 2020

By:   
 Signature

By: Michael Edgerton, President  
 Printed Name

For: Sport-Tech Acrylics Corp.

## NON COLLUSIVE BIDDING CERTIFICATE

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

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

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

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

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

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

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

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

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

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

Dated: May 22, 2020

By:   
Signature

By: Michael Edgerton, President  
Printed Name

For: Sport-Tech Acrylics Corp.

BID PROPOSAL

N/A

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

To: \_\_\_\_\_  
(Owner)

We have reviewed the Bid of \_\_\_\_\_  
(Contractor)

of \_\_\_\_\_  
(Address)

for \_\_\_\_\_  
(Project)

Bids for which will be received on \_\_\_\_\_  
(Bid Opening Date)

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

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

We are duly authorized to do business in the State of \_\_\_\_\_.

Attest:  
\_\_\_\_\_

Attach Power of Attorney

Surety's Authorized Signature(s)

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

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

**SCHEDULE "A" TO THE GENERAL CONTRACT CONDITIONS**

Contract: Parks 05-2020 Resurfacing of Veterans Park Basketball Court

<b>Reference</b>	<b>Item</b>	<b>Requirement</b>
Information To Bidders Section: 11	Bid Security	5% of Bid Amount
Information To Bidders Section: 18	Performance/ Payment Security	100% of Contract Amount
Agreement Article 33	Time of Completion	90 Days from Contract Award
Agreement Article 63	Subcontracting	Not Allowable
Agreement Article 77	Liquidated Damages	Not Applicable
Agreement Article 82	Contractor's Insurance	See Below
Agreement Article 96	Maintenance Bond	1% of Contract Amount

Where indicated by an (x), Insurance in the amounts specified below are required under this Contract.

---

(x) Worker's Compensation	Statutory
(x) Employer's Liability	\$1,000,000 each Accident

---

(x) General Liability – Combined Single Limit-Bodily Injury and Property Damage

\$1,000,000 combined single limit

\$2,000,000 excess limits

---

(x) Automobile Liability – Combined Single Limit – Bodily Injury and Property Damage:

\$1,000,000 per person each occurrence for Bodily Injury

\$1,000,000 per occurrence Property Damage

The following coverage must be provided:

(x) Comprehensive (x) Owned (x) Hired (x) Non-Owned

---

(x) Additional Named Insured:  
Town of Orangetown & Housing Trust Fund Corporation (HTFC)

# MICHAEL EDGERTON

34 Rocky Hill Road New Fairfield, CT 06812 · 203 746-1868

[Medgerton@sporttechacrylics.com](mailto:Medgerton@sporttechacrylics.com)

Seeking a Sales/Managerial position in the Sports Construction Industry that will provide a challenge for me to incorporate my marketing degree as well as my past work experiences.

## EXPERIENCE

### **PRESENT**

#### **PRESIDENT, SPORT-TECH ACRYLICS CORP.**

MANAGE DAY TO DAY OPERATIONS INCLUDING ALL SALES, OPERATIONS, CUSTOMER SERVICE ISSUES, HUMAN RESOURCE

### **08/2010 – 01/2018**

#### **REGIONAL SALES MANAGER, COPELAND COATING COMPANY, INC.**

Managed all sales and operations of regional office including estimating, accounts receivables, customer service, inventory and all necessary details with crew hiring and training.

### **09/2006- 08/2010**

#### **SALES MANAGER, DEROSA TENNIS COMPANY**

Managed sales of private segment including operations of all crews that handled repair and resurfacing projects. Field operations manager of large municipality projects.

### **05/2002- 09/2006**

#### **SALES MANAGER, HINDING TENNIS**

Managed sales and operations of western sales territory. Field operations for projects that were sold in my area. Scheduled crews and responsible for management in the field. Managed large projects out of state.

### **02/2001- 05/2002**

#### **EAST COAST SALES MANAGER, DECOTURF SPORTS SURFACES**

Sales Manager for entire east coast region from Canada to Florida. Met with existing customers and cultivated new sales opportunities in region. Managed all customer sales issues and product sales. Performed product knowledge demonstrations for new customers on job sites.

### **03/1997-02/2001**

#### **DIVISIONAL MANAGER, DALTON ENTERPRISES**

Responsible for sales of pavement maintenance /recreational/running track surfacing for western CT and southern NY territory. Responsible for estimating job costs and developing proposals. Conducted interviewing and training of installation crews. Managed retail accounts for driveway sealer product line for hardware stores in my territory.



**06/1987-03/1997**

**CREW CHIEF/FIELD SUPERVISOR, COPELAND COATING COMPANY, INC.**

Crew foreman for recreational surfaces and pavement maintenance projects in Syracuse office from 1987-1991. Transferred to Copeland's southern regional office in 1991 and became operations manager.

## **EDUCATION**

**1986-1991**

**BS MARKETING, SUNY OSWEGO, OSWEGO, NY**

**1982-1986**

**HIGH SCHOOL DIPLOMA, LIVERPOOL HS, LIVERPOOL, NY**

## **ACTIVITIES/ INDUSTRY MERITS**

- PAST TENNIS DIVISION PRESIDENT OF ASBA
- BOARD MEMBER OF ASBA 2009-2017
- MEMBER OF ASBA FOR 22 YEARS
- CERTIFIED TENNIS COURT BUILDER 9 YEARS
- MEMBER USTA



410 Route 22, Brewster, NY 10509 - Phone: (914) 232.1640 – Fax (914) 232-1802 - [www.sporttechconstruction.com](http://www.sporttechconstruction.com)

**REFERENCES – TITANTRAX SHIELD/NOVA PRO EXTREME**

Citrin Residence                      2018  
Mr. Jake Citrin  
123 Westwood Drive  
Mt. Kisco, NY 10589  
Email: [jake@citrinfamily.com](mailto:jake@citrinfamily.com)  
Project: TitanTrax Xtreme Basketball Court

Riccobono Residence                      2018  
Mr. Anthony Riccobono  
11 Stonewall Drive  
Somers, NY 10589  
[riccobonoa@gmail.com](mailto:riccobonoa@gmail.com)  
Project: TitanTrax Shield Tennis Court

Town of Greenburg Parks and Recreation                      2018  
Mr. Gerard Byrne  
11 Olympic Lane  
Ardsley, NY 10502  
[gbyrne@greenburghny.com](mailto:gbyrne@greenburghny.com)  
Project: Veterans Park – TitanTrax Shield – Patio Area

Town of Greenburg Parks and Recreation                      2019  
Mr. Gerard Byrne  
11 Olympic Lane  
Ardsley, NY 10502  
[gbyrne@greenburghny.com](mailto:gbyrne@greenburghny.com)  
Project: Washington Ave. Park – TitanTrax Shield – Basketball Court



Village of Ryebrook Parks and Recreation 2019

Mr. Robert Bertolacci

938 King Street

Ryebrook, NY 10573

[rbertolacci@rybebrook.org](mailto:rbertolacci@rybebrook.org)

Project: Pine Ridge Park – TitanTrax Shield – (2) Tennis Courts

Town of Ramapo Parks and Recreation 2019

Ms. Michelle Antosca

3 Palisades Credit Union Park Drive

Pomona, NY 10970

[antoscam@ramapo-ny.gov](mailto:antoscam@ramapo-ny.gov)

Project: Orchard Hill Park – TitanTrax Shield – (2) Tennis Courts

Egener Residence 2019

Mr. Mark Egener

501 Harris Road

Bedford Hills, NY 10507

[tennisguy10507@gmail.com](mailto:tennisguy10507@gmail.com)

Project: TitanTrax Xtreme Tennis Court

**WARRANT**

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Warrant Reference	Warrant #	Amount
Approved for payment in the amount of		
	070820	\$ 57,620.93
	072120	\$ 533,567.90
	Total	\$ 591,188.83

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

**APPROVAL FOR PAYMENT**

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**AUDITING BOARD**

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Councilman Gerald Bottari

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Councilman Paul Valentine

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Councilman Thomas Diviny

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Councilman Denis Troy

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Supervisor Teresa M. Kenny

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**TOWN OF ORANGETOWN  
FINANCE OFFICE MEMORANDUM**

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**TO:** THE TOWN BOARD  
**FROM:** JEFF BENCIK, *DIRECTOR OF FINANCE*  
**SUBJECT:** AUDIT MEMO  
**DATE:** 7/16/2020  
**CC:** DEPARTMENT HEADS



The audit for the Town Board Meeting of 7/21/2020 consists of 2 warrants for a total of \$591,188.83.

The first warrant had 24 vouchers for \$57,620.93 and was for utilities.

The second warrant had 128 vouchers for \$533,567.90 and had the following items of interest.

1. Goosetown Enterprises (p6) - \$7,582 for Police equipment leases.
2. Atlantic Salt Inc. (p9) - \$66,543 for Highway Salt.
3. Swarco America (p11) - \$13,245 for Highway street markings.
4. Verde Electric (p16) - \$5,075 for traffic signal maintenance.
5. Capasso & Sons (p17) - \$68,562 for refuse removal.
6. Big Wave INTL (p24) - \$6,425 for TSHS Movie Night.
7. Arthur J. Gallagher (p28) - \$38,300 for W/C audit premium.
8. Keane & Beane (p32) - \$14,127 for compactor rental and debris removal.
9. De Lage Landen (p33) - \$31,816 for golf cart leases.
10. PFK Oconnor Davies (p36) - \$24,725 for audit surfaces.
11. Sealcoat USA (p36) - \$45,107 for Highway materials.
12. Global Montello (p37) - \$9,616 for fuel.
13. Sport-Tech Acrylics (p38) - \$94,000 for resurfacing 4 basketball courts (bonded).
14. Sprague Operating Resources (p39) - \$5,925 for fuel.

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

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