



Thanksgiving

FREE VETERANS DINNER BAGS **For Military & Veteran Families**

Veterans ID



Card Required

Saturday
November 21
10am to 12pm



Town of Orangetown
Town Hall
26 W. Orangeburg Rd.

Special "Thanks to Vets" food bags will include:

Turkey, Potatoes, Vegetables, and Dessert

RSVP to Supervisor Teresa Kenny's Office:

(845) 359-5100 x2293 or Supervisor@Orangetown.com

Walk-ins welcome on a first come first served basis, while supplies last.

Please practice social distancing and wear a mask.

Sponsored By:

Town of Orangetown & Veterans' Angels



VETERANS DAY ~ 2020

*'Tis the vision of freedom and valor within souls we hail
Homage, gratitude to OUR VETERANS ever, ever, to prevail*

*The gifts of LIFE with vision blessed and bold
This the giving within each Veteran's story told*

*Battlefields call to freedom's quest with divinity and a vision clear
And so blood and life sacrificed for liberation held dear*

*PRAISE to OUR VETERANS for all they defend
Sacrifices beyond what we may comprehend*

*In reverent celebration of OUR VETERANS, their sacrifices made
To defend our freedoms and liberties our founding fathers laid*

*The vision. the soulful quest, the perseverance, the heartfelt need
PEACE, FREEDOM, LIBERTY, beheld as America's living creed*

*And so to each Veteran, we in tribute give honor, and hail
For the held visions of FREEDOMS and RIGHTS to prevail.*

*Rose Marie Raccioppi
Poet Laureate
Orangetown, New York*

<u>Line Item</u>	<u>Description</u>	<u>2021</u>		<u>Chg. Vs.</u>	
		<u>Preliminary</u>	<u>2021 Adopted</u>	<u>Preliminary</u>	<u>Dept.</u>
A.1110.011	TOWN JUSTICE.PERMANENT STAFF	\$ 139,769	\$ 202,227	\$ (62,458)	A
A.1220.015	SUPERVISOR.APPOINTED OFFICIALS	\$ 176,560	\$ 171,560	\$ 5,000	A
A.1310.012	FINANCE.TIME & ONE HALF	\$ 13,000	\$ 10,000	\$ 3,000	A
A.1310.015	FINANCE.APPOINTED OFFICIALS	\$ 138,862	\$ 134,817	\$ 4,045	A
A.1310.441	FINANCE.SCHOOLS & CONFERENCES	\$ -	\$ 3,250	\$ (3,250)	A
A.1310.480	FINANCE.TRAVEL EXPENSES	\$ -	\$ 3,000	\$ (3,000)	A
A.1330.012	RECEIVER OF TAXES.TIME & ONE HALF	\$ 4,000	\$ -	\$ 4,000	A
A.1330.013	RECEIVER OF TAXES.SEASONAL & PART TIME	\$ 16,800	\$ 14,800	\$ 2,000	A
A.1355.011	ASSESSOR.PERMANENT STAFF	\$ 335,738	\$ 330,993	\$ 4,745	A
A.1355.013	ASSESSOR.SEASONAL & PART TIME	\$ 5,000	\$ -	\$ 5,000	A
A.1355.015	ASSESSOR.APPOINTED OFFICIALS	\$ 133,629	\$ 142,129	\$ (8,500)	A
A.1410.012	TOWN CLERK.TIME & ONE HALF	\$ 2,000	\$ -	\$ 2,000	A
A.1410.015	TOWN CLERK.APPOINTED OFFICIALS	\$ 80,000	\$ 88,000	\$ (8,000)	A
A.5010.011	SUPT. OF HIGHWAYS.PERMANENT STAFF	\$ 277,947	\$ 276,647	\$ 1,300	A
A.5010.015	SUPT. OF HIGHWAYS.APPOINTED OFFICIALS	\$ 3,200	\$ 4,117	\$ (917)	A
A.7520.013	TOWN MUSEUM.SEASONAL & PART TIME	\$ 9,000	\$ 14,000	\$ (5,000)	A
A.8189.015	SANITATION COMMISSION.APPOINTED OFFICIALS	\$ -	\$ 2,429	\$ (2,429)	A
A.9010.800	RETIREMENT.FRINGE BENEFITS	\$ 909,625	\$ 872,689	\$ 36,936	A
B.3120.011.16	POLICE.PERMANENT STAFF.POLICE	\$ 11,742,958	\$ 11,660,732	\$ 82,226	B.16
B.9015.800.16	POLICE RETIREMENT.FRINGE BENEFITS.POLICE	\$ 4,204,741	\$ 4,465,445	\$ (260,704)	B.16
B.9060.800.16	HOSPITALIZATION.FRINGE BENEFITS.POLICE	\$ 4,268,397	\$ 4,227,365	\$ 41,033	B.16
B.9010.800.17	RETIREMENT.FRINGE BENEFITS.OTHER THAN POLICE	\$ 184,439	\$ 176,964	\$ 7,475	B.17
D.9010.800.04	RETIREMENT.FRINGE BENEFITS.PART TOWN	\$ 439,534	\$ 421,773	\$ 17,761	D.04
D.5140.012.05	MISC. BRUSH & WEEDS.TIME & ONE HALF.TOWNWIDE	\$ 50,000	\$ -	\$ 50,000	D.05
D.5140.013.05	MISC. BRUSH & WEEDS.SEASONAL & PART TIME.TOWNWIDE	\$ 50,000	\$ 125,000	\$ (75,000)	D.05
D.5140.020.05	MISC. BRUSH & WEEDS.DOUBLE TIME.TOWNWIDE	\$ 128,000	\$ -	\$ 128,000	D.05
D.9010.800.05	RETIREMENT.FRINGE BENEFITS.TOWNWIDE	\$ 424,798	\$ 407,551	\$ 17,247	D.05
G.9010.800	RETIREMENT.FRINGE BENEFITS	\$ 710,832	\$ 682,217	\$ 28,615	G
				\$ 11,125	
A.1001	REAL PROPERTY TAXES	\$ 3,286,110	\$ 3,311,639	\$ (25,529)	A
B.1001.000.16	REAL PROPERTY TAXES.POLICE	\$ 26,799,452	\$ 26,936,897	\$ (137,445)	B.16
B.1001.000.17	REAL PROPERTY TAXES.OTHER THAN POLICE	\$ 2,139,285	\$ 2,131,811	\$ 7,474	B.17
D.1001.000.04	REAL PROPERTY TAXES.PART TOWN	\$ 5,122,272	\$ 5,104,511	\$ 17,761	D.04
D.1001.000.05	REAL PROPERTY TAXES.TOWNWIDE	\$ 4,323,175	\$ 4,202,927	\$ 120,248	D.05
G.1008	TOWN WIDE SEWER CHARGE	\$ 7,745,118	\$ 7,716,503	\$ 28,615	G
				\$ 11,124	

**FIRE PROTECTION SERVICES AGREEMENT
BETWEEN THE
TOWN OF ORANGETOWN
AND THE
BLAUVELT VOLUNTEER FIRE COMPANY, INC.
FOR YEAR 2021**

THIS AGREEMENT made as of the ____ day of _____, 20____, between the TOWN BOARD OF THE TOWN OF ORANGETOWN, 26 Orangeburg Road, Orangeburg, County of Rockland and the State of New York, hereinafter designated as the party of the first part, and the BLAUVELT VOLUNTEER FIRE COMPANY, INC., 548 Western Highway, Blauvelt, New York 10913, hereinafter designated as the party of the second part.

-WITNESSETH-

WHEREAS, there has been duly established in the Town of Orangetown a Fire Protection District known as the “Blauvelt Fire Protection District”, embracing territory in the Town in and about the hamlet of Blauvelt as such territory is more fully described in the Resolution establishing such District as was duly adopted by the Town Board of the Town of Orangetown on April 29, 1946, and as described in the extensions of territory duly adopted thereafter; and

WHEREAS, it is proposed that the Town of Orangetown enter into a Contract with the Blauvelt Volunteer Fire Company, Inc. for the furnishing of fire protection in the District;

WHEREAS, due notice has been given of a Public Hearing held at Town Hall of the Town of Orangetown on **the 6TH day of OCTOBER, 2020 at 7:15 P.M.** to consider such Contract, the notice thereof duly specifying the time and place of the Public Hearing as aforesaid and describing the time and place of the Public Hearing as aforesaid, and describing, in general terms, the proposed Contract; and

WHEREAS, said Public Hearing was duly conducted as advertised and all persons interested therein and presenting themselves were heard;

WHEREAS, the Town Board, party of the first part, hereinafter “Town”, duly authorized a contract with the Blauvelt Volunteer Fire Company, Inc., party of the second part, hereinafter “Fire Company”, for fire protection in the Blauvelt Fire Protection District, upon the terms and provisions herein set forth; and

WHEREAS, this contract has been duly authorized by the Board of Directors of the Blauvelt Volunteer Fire Company, Inc., party of the second part; and the Fire Company has provided the Town Clerk with certified copies of Resolutions of approval of this Agreement by the Board of Directors.

NOW, THEREFORE, the Town does engage the Fire Company to furnish fire protection to said District, and Fire Company agrees to furnish such protection in the manner following, to wit:

1. The Fire Company shall at all times during the period of this Agreement be subject to call for attendance upon any fire occurring in such District and, when notified by alarm or telephone call from any person within the District, of a fire within the District, the Fire Company shall respond and attend the fire without delay, with suitable fire fighting equipment. Upon arriving at the scene of the fire, the members of the Fire Company attending, shall proceed diligently and in every way reasonably suggested to the extinguishment of the fire and the saving of life and property in connection therewith.

2. In consideration of the furnishing of such fire protection and the use of the apparatus of the party of the second part, the Fire Company shall receive _____ HUNDRED _____ THOUSAND AND 00/100 (\$_____,000.00) DOLLARS plus Workers Compensation Insurance costs for the year 2021 totaling _____ THOUSAND _____ HUNDRED AND 00/100 (\$_____.00) DOLLARS, for a total of _____ HUNDRED _____ THOUSAND _____ HUNDRED AND 00/100 (\$_____.00) DOLLARS, plus any increase in the cost of Workers Compensation Insurance above the \$_____.00 allotted, covering all services rendered during the period of the year 2021, and the Town covenants and agrees on behalf of the said Fire Protection District to pay the said sum to the Fire Company as soon as the funds are available from the taxes levied.

3. The Town shall also be responsible for the payment of the necessary cost of casualty insurance as provided in Section 205 of the General Municipal Law and such insurance as may be required for compliance with the Volunteer Firemens' Benefit Law and Chapter 64-A of the Consolidated Laws of New York.

4. The Fire Company agrees to obtain, maintain in force and pay for insurance, including, but not necessarily restricted to the following:

- a. Blanket Accident Policy for fire companies;
- b. General Comprehensive Liability, except automobiles, with limits of at least ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS and an Umbrella/Excess Liability policy of at least FIVE MILLION AND 00/100 (\$5,000,000.00) DOLLARS;
- c. Automobile Liability with a Combined Single Limit of ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS;
- d. All of the foregoing policies shall have the necessary endorsement to include coverage while the fire company is participating in any mutual aid plan, or rendering fire service services outside of their fire protection district.

5. Original or duplicate policies of insurance, or evidence of insurance on an ACORD 25 (in the case of liability insurance) form of certificate, each in effect for a period of not less than one (1) year and showing the Town of Orangetown as an additional named insured shall be delivered to the Town.

6. In addition, each insurance policy shall include a provision that such policy will not be canceled, altered or in any way limited in coverage or reduced in amount unless the Town is notified in writing at least thirty (30) days prior to such cancellation or change.

7. Each insurance policy will be written on such forms as are reasonably acceptable to the Town by insurance companies authorized or licensed to do business in the State of New York and having an Alfred M. Best Company, Inc. rating of "A" or higher and a financial size category of not less than IX, and which companies are otherwise reasonably acceptable to the Town.

8. Should any loss of damage whatever be sustained to the fire apparatus or equipment of the Fire Company in answering or attending or returning from a call to attend a fire or drill within or without said District, irrespective of the cause thereof, the cost of said damage shall not be a charge against the Town.

9. All moneys to be paid under any provision of this Agreement shall be a charge against the said Fire Protection District, to be assessed and levied upon the taxable property of the said District, and collected with the Town taxes.

10. It is expressly understood and agreed that this contract is subject to the provisions of Section 103A and Section 103B of the General Municipal law of the State of New York as amended by Chapter 605 of the Laws of 1959, effective July 1, 1959. Upon the refusal of the contractor when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority, or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract:

- a. Such person, and any firm, partnership or corporation of which is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of (5) five years after such refusal, and to provide also that;
- b. Any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such

cancellation or termination, but any moneys owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

- c. Any person, who, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority, or with a political department, agency or official of the State or of any political subdivision thereof or of a public authority, refuses to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or with any public department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal.
- d. If any other occupation is required on this work, the contractor shall request the Chief Fiscal Officer for supplemental schedule covering such occupation.

11. It is hereby agreed by and between the parties hereto that the Fire Company shall post and maintain the Notices of the New York State Division of Human Rights (in accordance with 9 NYCRR §466.4) indicating the substantive provisions of the Laws Against Discrimination, where complaints may be filed and other pertinent information. Such Notices shall be posted in easily accessible and well-lighted places customarily frequented by the public.

12. The Fire Department agrees to comply with the provisions of Section 189 of the Town Law with regard to fire inspection of property in contract areas.

13. The books and records of the Fire Company will be kept in such form and manner as may be prescribed by the Department of Audit and Control for municipal corporations or agencies thereof and said books shall be subject to audit by the Department of Audit and Control. The Town Board reserves the right to require an audit of the books and records of the Fire Company at the expense of that company.

14. The Fire Company agrees to and shall indemnify, save and hold harmless, the Town of Orangetown, its officers, agents, employees and/or servants, from any and all claims, demands, suits, actions and judgments for the recovery of money, damages or otherwise, including but not limited to attorneys' fees, costs and expenses, for or on account of any occurrence resulting in bodily injury, death or property damages sustained by any person, firm, corporation or entity as a result of the performance of any of the obligations, responsibilities and/or duties of the Fire Company, its officers, agents, employees and servants, hereunder, and/or as a result of the carelessness, negligence or recklessness of the party of the second part, its officers, agents, employees and/or servants, and/or as a result of any act of omission or co-mission of the Fire Company, its officers, agents, employees and servants, and/or imposed upon the party of the first part statutory or by operation of law by reason of this Agreement.

15. This Agreement shall continue for a period of one (1) year commencing January 1, 2021 and ending December 31, 2021.

BLAUVELT VOLUNTEER FIRE COMPANY, INC.

(S E A L)

By: _____
Robert Clifford, Chairman
Board of Directors

TOWN OF ORANGETOWN

By: _____
Teresa M. Kenny, Supervisor

ATTEST:

Thomas Diviny, Councilman

Rosanna Sfraga, Town Clerk

Gerald Bottari, Councilman

(S E A L)

Denis Troy, Councilman

Paul Valentine, Councilman

ACKNOWLEDGMENT – Blauvelt Volunteer Fire Company, Inc.

STATE OF NEW YORK)

SS.:

COUNTY OF ROCKLAND)

On this _____ day of _____, 20____, before me personally came ROBERT CLIFFORD, to me known, who, being by me duly sworn, did depose and say that he resides at Blauvelt, New York and that he is Chairman of the Board of Directors of the BLAUVELT VOLUNTEER FIRE COMPANY, INC., the corporation described in and which executed the foregoing Agreement; and that he knows the seal of said Corporation and that seal affixed to the foregoing instrument is the corporate seal of said Corporation and was hereto affixed by order of the Board of Directors of said Corporation and that he signed the same as Chairman of said Corporation by virtue of a like order of said Board of Directors.

Notary Public



REQUEST FOR PROPOSALS

FOR

PROFESSIONAL PLANNING, LAND USE and ZONING ANALYSIS

SERVICES FOR

PREPARATION OF A COMPREHENSIVE PLAN

November 12, 2020



THIS REQUEST FOR PROPOSAL (“RFP”) CONSISTS OF 26 PAGES.

SUBMISSION OF A PROPOSAL WILL BE DEEMED ACKNOWLEDGEMENT

OF THE RECEIPT OF THE ENTIRE RFP PACKAGE. IF YOU FAIL TO

RECEIVE ANY PAGES, PLEASE CONTACT THE TOWN CLERK’S OFFICE

TELEPHONE # (845) 359-5100, EXT. 2263

EMAIL townclerk@orangetown.com

TABLE OF CONTENTS

LEGAL NOTICE	3
PART I	
REQUEST FOR PROPOSAL	5
PART II	
SCOPE	9
PART III	
CONSULTANT’S PROPOSAL	14
SECTION I	
FEE SCHEDULE	19
PART IV	
GENERAL CONDITIONS	20
PART V	
NON-COLLUSIVE BIDDING CERTIFICATE	25



LEGAL NOTICE

NOTICE TO PROPOSERS OF A REQUEST FOR PROPOSAL FOR PROFESSIONAL PLANNING, LAND USE and ZONING ANALYSIS SERVICES

NOTICE IS HEREBY GIVEN that proposals for **PROFESSIONAL PLANNING, LAND USE and ZONING ANALYSIS SERVICES** will be received by the Town Clerk of the Town of Orangetown at the Orangetown Town Hall, 26 W. Orangeburg Road, Orangeburg, New York 10962, **until December 17, 2020 at 10:30 a.m.**, and publicly opened and read aloud thereafter at the same location on **December 17, 2020 at 11:00 a.m.**

The proposals shall be from **QUALIFIED ENGINEERING, ARCHITECTURAL and/or PLANNING** firms having **EXPERIENCE AND CERTIFICATIONS IN PLANNING, LAND USE and ZONING ANALYSIS SERVICES, and in particular experience in preparation of a Comprehensive or Master Land Use Plan** as outlined in the SCOPE OF SERVICES section of this request.

The Town of Orangetown officially distributes bidding documents from the Town Clerk's Office. Copies of bidding documents obtained from any other source are not considered official copies. Only those Proposers who obtain bidding documents from the Town Clerk's Office are guaranteed to receive addendum information if such information is issued.

The Town reserves the right to waive any informality or reject any or all proposals should the best interest of the Town thereby be promoted.

No bid will be accepted without a Non-collusion Statement as required pursuant to Section 103d of the General Municipal Law.

Consistent with federal mandates, Requests for Proposals are solicited from any and all parties, including, but not limited to, minority businesses and enterprises operated and conducted by women.

This Request for Proposal ("RFP") is for services requiring special or technical skill, training or expertise. The services requested are not "purchase contracts" or "contracts for public works," as those phrases are used in bidding statutes.

Proposals may be delivered to the Town Clerk at the above address by mail, electronic mail, or in person. Proposals need not be delivered in sealed form. It is the intention of the Town not to disclose any proposal submitted prior to the opening date and time. However, the Town cannot guarantee unintended disclosure of any proposal submitted in other than a sealed envelope, directed to the Town Clerk, with "**PROFESSIONAL PLANNING, LAND USE and ZONING ANALYSIS SERVICES**" clearly marked on the outside of the envelope. Unintended disclosure will not prevent the Town from determining an award to a Proposer, including a



Proposer whose proposal was so disclosed.

Proposals will be considered firm for at least forty-five (45) days after the opening date and time.

No Proposer may withdraw his/her/its proposal within forty-five (45) days after the date set for the opening therefor, but may withdraw his/her/its proposal at any time prior to the scheduled date for the opening of proposals.

No Contract is deemed to have been created until approved by a Town Board Resolution and the Town Attorney, and until after it has been executed by the Supervisor of the Town of Orangetown, at the direction of the Town Board. All contracts are subject to appropriations approved by the Town Board, after having been provided for in the Town Budget.

BY ORDER OF THE TOWN BOARD OF THE TOWN OF ORANGETOWN, ROCKLAND COUNTY, NEW YORK

Dated: November 12, 2020

ROSANNA SFRAGA, Town Clerk
of the Town of Orangetown
26 Orangeburg Road
Orangeburg, NY 10962
Tel. (845) 359-5100, ext. 2263
townclerk@orangetown.com



PART I
**REQUEST FOR PROPOSAL
FOR
PROFESSIONAL PLANNING, LAND USE
and ZONING ANALYSIS SERVICES**

1. NOTICE

NOTICE IS HEREBY GIVEN that proposals for **PROFESSIONAL PLANNING, LAND USE and ZONING ANALYSIS SERVICES** will be received by the Town Clerk's Office of the Town of Orangetown, at the Orangetown Town Hall, 26 Orangeburg Road, Orangeburg, New York 10962, **until December 17, 2020 at 10:30 a.m.**, and publicly opened and read aloud thereafter at the same location on **December 17, 2020 at 11:00 a.m.**

Proposals are solicited from any and all parties, including, but not limited to, minority businesses and enterprises operated and conducted by women.

2. NOT A COMPETITIVE BID

This Request for Proposal ("RFP") is for services requiring special or technical skill, training or expertise. The services requested are not "purchase contracts" or "contracts for public works", as those phrases are used in bidding statutes.

Therefore, the TOWN OF ORANGETOWN (hereinafter sometimes referred to as the "TOWN") is not subject to competitive bidding procedures in making this RFP or determining an award to a Proposer who responds to this RFP.

3. RECEIPT OF PROPOSALS

Proposals may be delivered to the Town Clerk's Office at the above address by mail or in person. Proposals need not be delivered in sealed form. It is the intention of the TOWN not to disclose any proposal submitted prior to the opening date and time. However, the TOWN cannot guarantee unintended disclosure of any proposal submitted in other than a sealed envelope, directed to the Town Clerk, with "**PROFESSIONAL PLANNING, LAND USE and ZONING ANALYSIS SERVICES**" clearly marked on the outside of the envelope. Unintended disclosure will not prevent the TOWN from determining an award to a Proposer, including a Proposer whose proposal was so disclosed.

Proposals will be considered firm for at least forty-five (45) days after the opening date and time.

4. PREPARATION OF PROPOSAL

(a) Proposals must be submitted on the prescribed form in triplicate. All blank spaces for proposed prices must be filled in, in ink, in both words and numerical figures, with the unit

price for the item or the lump sum for which the proposal is made. After bid opening, the proposer may be asked to submit a pdf form of the proposal via email.

(b) Any proposals may be withdrawn prior to the above scheduled time for the opening of proposals or authorized postponement thereof. Any proposal received after the opening date and time specified will not be considered. No Proposer may withdraw a proposal within forty-five (45) days after the actual date of the opening thereof.

(c) RFP documents are available at the Town Clerk's Office at 26 W. Orangeburg Road, Orangeburg, New York 10962. **To view or download in a portable document format (PDF) file, go to the Town of Orangetown's official website and click on "Town Clerk" in the drop-down menu <https://www.orangetown.com/groups/department/clerk/> then click on "Documents" and select the File for this RFP.** You may view and print these files using Adobe Acrobat software.

5. QUALIFICATIONS OF PROPOSER

(a) Only qualified Proposers, which term hereinafter may apply equally to persons providing a service, who have adequate experience, finances, equipment and personnel will be considered in determining the award.

(b) The TOWN may make such investigations as the TOWN deems necessary to determine the ability and qualifications of the Proposer to perform the work. The Proposer shall furnish to the TOWN all such information and data for this purpose as the TOWN may request. The TOWN reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the TOWN that such Proposer is properly qualified to carry out the obligations of the Proposal and to complete the work required to be completed therein. Conditional Proposals will not be accepted.

6. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the specifications shall be made to any Proposer orally. **Each and every request for such interpretations shall be in writing, preferably by email, addressed to the Town Clerk, and shall be submitted no later than 10:00 AM on December 3, 2020.** Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the RFP, which, if issued, will be electronically mailed to all prospective Proposers (at the respective electronic mail addresses furnished for such purpose) not later than 5:00 PM on December 10, 2020. Failure of any Proposer to receive any such addendum or interpretation shall not relieve any Proposer from any obligation under his/her/its Proposal submitted. All addenda so issued shall become part of the Agreement.

7. FEDERAL AND STATE LAWS AND REGULATIONS

All applicable federal, state and municipal laws and rules and regulations shall apply to the Agreement, and they are deemed to be included herein, the same as though fully set forth herein.

8. AWARD OF AGREEMENT

(a) The Town reserves the right to accept or reject any and/or all Proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response received by the first submission date may or may not be rejected by the Town, depending on available competition and timely needs of the Town. The Town reserves the right to award the bid to a responsible Proposer submitting a responsive Proposal, with a resulting negotiated agreement that is most advantageous and in the best interests of the Town. The Town shall be the sole judge of the Proposal, and the resulting negotiated agreement that is in the best interest of the Town, and its decision shall be final.

(b) Any conditions set forth in a Proposer's proposal will be deemed a counter-offer and may render the proposal non-responsive.

(c) Only the Proposer who is awarded the Agreement in response to this RFP will be notified in writing by the Town Clerk's Office.

(d) A written Agreement will be executed by the successful Proposer, in substantially the same form and substance similar to as annexed (Part IV) to this RFP, with additional terms and conditions to be negotiated as between the Town and the successful bidder.

(e) The Town's selection of a Proposer to provide services as set forth herein is only an invitation to bargain, and shall not be construed as vesting any contractual rights, or any other rights of any nature, to the Proposer.

9. OBLIGATION OF PROPOSER

At the time of the opening of Proposals, each Proposer will be presumed to have inspected, to have read and to be thoroughly familiar with the proposed Agreement and these specifications (including all addenda). The failure or omission of any Proposer to receive or examine any form, instrument or document, shall, in no way relieve any Proposer from any obligation with respect to his/her/its Proposal.

10. CONVICTION OF A CRIME

If the CONSULTANT, or any officer, director or any individual or entity holding a controlling interest of the CONSULTANT (defined as five percent or more, or, in the case of a corporation, any stockholder owning five percent or more of the outstanding shares) is convicted of a crime, excluding Class B and Unclassified Misdemeanors (as defined under the New York State Penal Law and their equivalent in any sister state or under Federal Law), related to the subject matter of the Agreement, or if a related or affiliated company, partnership or corporation is convicted of a crime, excluding Class B and Unclassified Misdemeanors (as defined under the New York State Penal Law and their equivalent in any sister state or under Federal Law) related to the subject matter of the Agreement, after the Agreement is fully executed, the TOWN shall have the right



to terminate this Agreement without penalty. An “affiliated company” as used herein means any affiliate which is a partnership, corporation, proprietorship, association or similar entity, an “affiliate” means any individual partnership, corporation, proprietorship, association or other entity (1) in which a 50% or greater ownership interest (as defined below) is directly or indirectly held by the CONSULTANT or any of its management personnel (as defined below) or directors, (2) which directly or indirectly holds 50% or more of the ownership interest in the CONSULTANT, (3) in which an aggregate 20% or greater ownership interest is directly or indirectly held by one or more shareholders (or partners or proprietors, in the case of a partnership or proprietorship) which or who in the aggregate hold a 20% or greater ownership interest in the CONSULTANT, or (4) which, whether by contract or otherwise, directly or indirectly controls, is controlled by or is under common control with the CONSULTANT. An “ownership interest” means the ownership, whether legally or beneficially, of the stock of or assets employed by a corporation, of a partnership interest in or assets employed by a partnership or of a similar interest in or assets employed by any other entity. “Management personnel” means executive officers and all other persons, whether or not officers or employees, who perform policy-making functions similar to those of executive officers.

The undersigned, having a principal place of business at _____

and being experienced and responsible for the performance of same, proposes to provide **PROFESSIONAL PLANNING, LAND USE and ZONING ANALYSIS SERVICES** for the Town of Orangetown, in accordance with the Scope of Work and Contract Documents hereto attached for the submitted prices and under the General Terms and Conditions .

No bid will be accepted without a Non-collusion Statement as required to Section 103d of the General Municipal Law.

No contract is deemed to have been created until approved by the Town Board and the Town Attorney, and until after it has been executed by the Supervisor of the Town of Orangetown, at the direction of the Town Board. All contractors are subject to appropriations approved by the Town Board, after having been provided for in the Town Budget.

Date: _____

Name

Title

Firm Name

Email Address



PART II

SCOPE

GENERAL INFORMATION

The Town of Orangetown, is a municipality located in the south eastern portion of Rockland County in the Hudson Valley, bordering in part on New Jersey and the Hudson River, approximately 15 miles north of the George Washington Bridge. The Town is seeking a new Town wide Comprehensive Plan pursuant to New York Town Law §272-a for the purposes of long term land use planning and zoning analysis consistent with the suburban nature of existing uses throughout the Town.

The Town is home to a large and diverse population with ever changing needs. The Town is seeking an updated Comprehensive Plan in accordance with New York Town Law §272-a, to address vital issues such as economic development, open space, housing, recreation, transportation and general land use matters. The Town last adopted a Comprehensive Plan in 2003. The Town owns approximately 216 acres of developable land, with certain restrictions as to recreation, at the former Rockland Psychiatric (RPC) Facility located in Orangeburg, New York, as well as two municipal golf courses at Blue Hill in Pearl River (27 holes) and Broadacres at the RPC property (9 holes).

The Town is seeking an agreement with a qualified individual, firm or corporation, to provide **PROFESSIONAL PLANNING, LAND USE and ZONING ANALYSIS SERVICES for the planning and preparation of a new Town Comprehensive Plan**. This will include a review of the 2003 Town Comprehensive Plan, the Town Code, Town Zoning Map, the 2018 Pearl River TOD Opportunities Analysis, resolutions affecting land use throughout the Town, as well as any and all charts, maps, documents, and submissions to meet the Town's goal of promoting the health, safety and general welfare of the people of the Town.

The 2003 Town Comprehensive Plan and is available on the Town of Orangetown website at www.Orangetown.com.

1. EXPECTATIONS OF SELECTED CONSULTANT

Throughout the process the selected consultant will be expected to utilize their experience and drive the process. To achieve this goal, and utilize the experience of the selected consultant, the Town of Orangetown will require the following expectations be met and identified within the consultant's proposal:

- A. Initial meeting with Town staff to review project timeline, schedule meetings and begin the process of data acquisition.
- B. Review all existing plans, maps, documents, data and other materials relevant to the project. The Town will provide all available existing documentation to the selected

- consultant. The selected consultant will study, amend as needed, and consolidate applicable materials into the Plan.
- C. Conduct meetings with key elected and appointed officials. The selected consultant will lead stakeholder outreach and participation efforts with Town staff providing assistance where needed.
 - D. Plan and implement an extensive stakeholder and public outreach process using a range of methods to inform and involve stakeholders, citizen organizations and the general public.
 - E. Develop Plan goals, objectives, and implementation strategies based on technical data and public input.
 - F. Draft materials for review and comment by the Town in accordance with a schedule at the beginning of the planning process.
 - G. Confirm the final Plan conforms to all Federal, State, and local codes, including but not limited to New York State Environmental Quality Review Act (SEQRA) and prepare all documents necessary to adhere to the SEQRA process and regulations.
 - H. Analyze consistency of current Town ordinances and policies in relationship to the Plan goals and objectives.
 - I. Prepare draft document for public review and comment, and present to Town land use boards, committees, and Town Board as necessary.
 - J. Prepare final draft document and present to all associated meetings and public hearings for adoption of the Plan.
 - K. Provide periodic updates, primarily through email or telephone and occasionally in person, to update Town staff on project status, discuss issues and review drafts. Periodic written status reports and status presentations may also be required to the Planning and Zoning Boards and Town Board.

2. SCOPE OF SERVICES

A. Infrastructure

Incorporate the current infrastructure in place and recommend goal, policy, and action items for future infrastructure. Address growth management strategies as it relates to infrastructure, as well as projections for needed items.

B. Traffic/Transportation

Review to include projections for traffic management in relation to current conditions and future developments of the Town.

C. Current and Future Land Use

Develop realistic population projections and build-out scenarios utilizing preferred land use patterns for the Town. The build-out scenarios shall include land use projections, population densities, development phasing models, infrastructure improvements and preservation of open space and natural landscape as required. Review, analyze and provide the land use and development character goal, policy and action items of the Plan and refine as needed to account for shifting demographics and vision of the community. Review the Town's current land use development regulations and zoning code as necessary to achieve the goals of the Comprehensive Plan.

D. Facilities

Review and analyze the needs for community facilities including the proposed addition to the existing Town Hall or a new Town Hall, community center, pool, dog park, and athletic fields and courts based on population projections.

E. Parks, Trails and Open Space

Develop a parks and open space plan for the Town, with particular emphasis on the RPC site, as well as reviewing the current conditions.

F. Economic Development and Downtown Revitalization Plan

Review and update as necessary the Town's economic development incentives including ordinances, and develop an Economic Development Plan. Provide strategies and policies for development of existing underdeveloped parcels and parcels viable for redevelopment/revitalization and a Downtown Revitalization Plan that spurs economic activity in the downtown areas including various funding methods, land use changes, and streetscape enhancements.

G. Sustainability

Focus should be made on integrating sustainable practices throughout the Plan elements. Additionally, goals or policy recommendations should be put forth that make the town more sustainable and climate change resilient such as building standards, renewable energy, stormwater management, water conservation, and waste minimization and natural landscape preservation.

H. Public Participation

The Town of Orangetown considers public participation essential to a successful Comprehensive Plan. The Plan process shall be structured to efficiently maximize citizen involvement and participation. The selected consultant shall be responsible for designing a public engagement strategy, to include an online platform, which incorporates effective and innovative participation techniques and encourages participation throughout the development of the Comprehensive Plan. Participation by residents, businesses, agencies, organizations, all Town departments, and public officials is a must throughout the planning process.

The proposed public engagement strategy must include the latest technologies and be creative, inclusive, efficient and reliable with the goal of channeling this input into realistic alternatives for consideration by the public. The selected consultant team must demonstrate extensive expertise and experience in the public participation and facilitation process. The selected consultant team must have strong leadership and creativity to provide clear direction in participation techniques that result in inclusive and timely decisions. The selected consultant will be expected to attend and/or be available for public hearings before the Town Board with respect the review and adoption of the Comprehensive Plan.

Included with all Proposals, the TOWN requires a statement of history, which statement must include experience in the review, preparation, and drafting of Comprehensive or Master Land Use Plans of their equivalent. Principals and corporate officers must be listed. The TOWN may conduct credit and criminal background checks on these individuals prior to final selection.

3. TERM

The term of the Agreement shall commence on the 4th day of January, 2021 , and continue until the 31st day of December, 2022, and which may be extended for a period of one year thereafter to complete the process if necessary.

4. SELECTION PROCESS

Deadline for Proposals: All Proposals (in quadruplicate) must be received by the Town Clerk, no later than 10:30 a.m. on December 17, 2020. Any Proposal received after that time will be rejected.

Review Process

The TOWN will review candidate qualifications and rank them using the following general factors, as well as other information contained in the respective Proposals:

A. All Proposals will be reviewed to determine compliance with the requirements as specified in the RFP. Only Proposals which, in the opinion of the Committee, meet the requirements of the RFP will be further evaluated.

B. Proposals, which pass preliminary review, will be evaluated on how well the Proposal meets the needs of the TOWN as described in the Proposer's response to the RFP. It is important that the responses be clear and complete so that the TOWN can adequately understand all aspects of the Proposal.

C. The TOWN will select those it deems to be the top Proposals for further review. The Proposer's submitting the top Proposals may be asked to make a personal presentation to the TOWN, which presentations will be evaluated as well. Further, as part of the presentation, the TOWN reserves the right to request additional information from those Proposers making personal presentations.

D. A final decision to enter into Agreement will be made by the Town Board of the Town of Orangetown, who will authorize the Supervisor to execute the Agreement, and any other instruments related thereto, with the final selected Proposer, subject to review and approval of the Town Attorney.

E. The award of an Agreement by the Town Board to the successful Proposer will be Notice of Acceptance. The award of an Agreement will bind the Proposer to furnish the service in accordance with the terms and provisions set forth herein, responses to questions, the Proposer's Proposal, other representations made, as well as all other terms and conditions of the Agreement in its final form.



PART III

PROPOSAL

Opening Date: December 17, 2020 Time: 11:00 a.m.

Location: TOWN OF ORANGETOWN
 Town Hall
 26 W. Orangeburg Road
 Orangeburg, New York 10962

NOTICE: Proposals must be submitted on this form. In order to avoid "non-responsiveness", there must remain annexed hereto, upon submission, all of the attached Parts I - IV. In addition, one copy of each addendum received by Proposer must be annexed hereto upon the submission of this Proposal.

TO THE TOWN OF ORANGETOWN:

A. The undersigned * _____, acknowledging that he/she is an (officer) (member) (partner) (principal) of the Proposer and he/she has carefully examined the Request for Proposal, offers to furnish and deliver to the TOWN, in strict conformity with each and every provision of the Request for Proposal, all of the items awarded.

B. The Proposer is a (corporation) (limited liability company (partnership) (sole proprietorship) (other specify: _____). State where formed: _____.

C. The undersigned hereby designates the following address as the office for the purpose of receiving any written notice permitted or required to be served upon the Proposer by any provision of the Request for Proposal, including, without limitation, Notice of Award of the Proposal:

**

* Strike the three inapplicable capacities. If the Proposer is a foreign corporation, it must agree to accept service of process as provided herein (see paragraph 4).

** This information must be supplied by Proposers, corporate and otherwise, and shall include the Proposer's **telephone number and email address**.

D. (Paragraphs "D" and "E" shall bind only those corporate Proposers that

are not organized and existing under the laws of the State of New York). If the Proposer is a foreign corporation or limited liability company, Proposer must submit a certificate that it is authorized to do business in the State of New York and in the County of Rockland.

E. The undersigned, a foreign corporation or limited liability company, agrees: that personal service of process in any civil action, lawsuit or legal proceeding instituted by the TOWN against the undersigned arising out of this RFP or Agreement may be made by certified mail return receipt requested (“CMRRR”), addressed to the undersigned at the address referred to in paragraph “C” of this Proposal, above, unless a different address within the State of New York be specified below, in which event, service of process, via CMRRR, as aforesaid, may be made only at the address specified below or at such other mailing address within the State of New York as is substituted therefor by the undersigned by notice in writing to the TOWN.

F. By submission of this proposal, the undersigned, and each person signing on behalf of the undersigned certify, under penalty of perjury, that:

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

(2). Unless otherwise required by law, the Fees which have been quoted in this proposal have not been knowingly disclosed by the undersigned, and will not knowingly be disclosed by the undersigned, prior to opening the Proposal by the TOWN, directly or indirectly, to any other Proposer or to any competitor;

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

(4). No officer, agent, owner, principal, Member or employee of the Proposer is personally interested, directly or indirectly, in the Request for Proposal or the compensation to be paid thereunder, and

(5). No representation, statement or statements, oral or in writing, has induced Proposer to enter into the Request for Proposal excepting only those contained in Parts I – IV hereof or made part hereof by its terms.



G. I hereby acknowledge receipt of the following addenda set forth below

Addendum No.	Date of Receipt
_____	_____
_____	_____
_____	_____
_____	_____

H. The proposal made by the foregoing shall be irrevocable for forty-five (45) days or such greater period after the date on which the TOWN opens the same as set forth in paragraph “1” of the RFP.

I. Proposer does hereby certify that no officer, partner, director, Member or any person holding an ownership interest (defined as owning five percent [5%] or more of the LLC, Member or corporate stock shares) has been convicted of a crime, excluding Class B and Unclassified Misdemeanors (as defined under the New York State Penal Law and their equivalent in any sister state or under Federal Law).

J. The attached Request for Proposal embodies the minimum requirements of the TOWN: Proposers are encouraged to offer additional or supplementary services or incentives to the TOWN.

K. Required Format of Proposals:

Proposals must be submitted in the format as described below. Proposals shall be well organized and written in a concise, clear, complete and legible manner. Proposals (one original, two copies) must be submitted in printed form. Topics should be addressed in the following order.

1. Proponent Profile:

A description of the Consultant’s organization, size, services provided, areas of expertise and length of time in operation must be addressed. Contact information, company name, primary contact, mailing address, email, and telephone number must be provided.

2. Recent Comprehensive Planning Experience:

Include a brief statement concerning the recent relevant experience of the persons from your firm and each sub-consultant who will be actively engaged in the proposal effort. Do not include firm experiences unless individuals who will work on this project participated in that experience. If the consultant proposal includes sub-consultants, a list of such consultants shall be submitted, and qualifications and experience stated for each sub- consultant.

3. Consultant Work Approach:

The proposal must include a brief description of the Proposer’s overall approach to comprehensive planning and any unique capabilities the firm can bring to the project. Also include information addressing how the Proposer plans to provide project management, quality

assurance, contract deliverables, budget and cost control, schedule control, and internal/external coordination for this project.

4. References:

Three references for similar projects completed in the last 10 years must be provided along with a description of those projects. If there are special concerns or restrictions on the Town's use of any reference, these concerns must be addressed in the proposal. Please include project name, contact person and contact information. We would ask that Comprehensive Plan references be highlighted where possible.

5. Fees:

The proposal will define the fees for the Proponent's services and shall be broken down into Phases. Provide an estimate of reimbursable expenses in performing the work and a Schedule of Hourly rates of staff should additional services be requested. We would also ask that you identify the number of site trips and/or meetings/public hearings that you anticipate for each Phase of the work.

6. Professional Liability Insurance:

The Proposer shall provide proof of Professional Liability Insurance within the proposal.

L. Evaluation Process:

The proposals submitted in response to this RFP will be evaluated by the Town Board, Town of Orangetown. Proposals will be evaluated using the following criteria:

- Company profile and size
- Previous experience on similar projects.
- References.
- Qualifications of key personnel.
- Fees



IN WITNESS WHEREOF, the undersigned has caused this proposal to be signed and delivered as of the date first herein set forth and agrees to furnish the services, carry-out the Agreement and perform the work in accordance with all the terms, provisions and conditions of the Request for Proposal.

DATE: _____

FEDERAL TIN/EIN# _____

(print the legal name of Corporation, Limited Liability Company, individual or firm, and any d/b/a name, above)

By: _____

(print name and title/position above)

Sworn to before me this
_____ day of _____, 2020

Notary Public



SECTION 1

FEE SCHEDULE

(TO BE PROVIDED BY PROPOSER)

PART IV

GENERAL CONDITIONS

1. INSURANCE

(a) The CONSULTANT shall, at its sole expense, acquire, continuously maintain during the period in which the Consultant is performing services, and provide the Town with acceptable proof of professional liability insurance coverage with an annual aggregate of not less than \$2,000,000 per occurrence, covering acts, errors, or omissions of a professional nature committed or alleged to be committed by the Consultant or any of its subcontractors as a part of its performance of professional engineering services. The Consultant shall agree to maintain in full force and effect during the term of the contract Workers Compensation Insurance.

(b) The CONSULTANT shall furnish the above insurance to the TOWN and shall also name the TOWN as an additional insured in said policies.

(c) Insurance Covering Special Hazards: The following special hazards shall be covered by a rider and/or riders to the policy and/or policies herein elsewhere required to be furnished by the CONSULTANT, or by separate policies of insurance, in amounts as follows: Automobiles and Automobile Trucks – limits shall be the same as required under General Liability Insurance as hereinbefore specified.

(d) Defense of Action or Suits: Neither the TOWN, nor any of its officers, officials, employees or agents, shall, in any manner, be answerable, liable or responsible for any loss or damages that may happen to the d Premises, or to any part or parts thereof, or to any materials, equipment or other property that may be used therein, or placed upon the ground, during the performance or operation of the Agreement, except as a result of the TOWN's negligence, or its acts or omissions. Neither the TOWN, nor any of its officers, officials, employees or agents, shall be in any manner answerable, liable or responsible for any injury or damages or compensation required to be paid under any present or future law, to any person or persons whatsoever, whether staff or employees of the CONSULTANT or otherwise, or for damages to any property, whether belonging to the employees of the CONSULTANT or otherwise, or for loss or damages to any property, whether belonging to the CONSULTANT or others, occurring during, or resulting from, the performance or operation of the Agreement. The CONSULTANT shall properly guard against all injuries, loss and property damages. The CONSULTANT shall indemnify, defend and save harmless the TOWN, its officers, officials, employees and agents against all such injuries, losses damages and compensation arising out of or resulting from CONSULTANT's performance, operation, carrying out, execution or conducting any aspect of this Agreement, or associated activities or business, whether by violation of statute, law, ordinance, regulation, order or decree or common law liability. The CONSULTANT shall, from the commencement of the term of the Agreement until completion, termination, revocation, cancellation or expiration thereof, maintain General Liability Insurance in the amounts hereinbefore stated for the protection of the CONSULTANT and the TOWN, and shall furnish duplicates of the insurance policies to the

TOWN, stamped by the insurer “Premium Paid.” These policies shall be written by an insurance company or companies reasonably approved by the TOWN.

(e) The CONSULTANT shall furnish the TOWN with satisfactory proof of coverage of the required insurance policies.

Each insurance policy and certificate shall have endorsed thereon:

“No cancellation of or change in the policy shall become effective until after ten (10) days’ written notice to the Town Attorney, Town of Orangetown, 26 Orangeburg Road, Orangeburg, New York 10962.”

(f) If, at any time, any of the said insurance policies shall, in the reasonable judgment of the TOWN, be or become unsatisfactory to the TOWN as to form or substance, or if a company issuing any such policies shall become unsatisfactory to the TOWN, and notification is given to CONSULTANT in writing of same, CONSULTANT shall promptly procure a new insurance policy, submit the same to the TOWN for approval, and submit a certificate thereof as hereinabove provided. Upon failure of CONSULTANT to procure, furnish, deliver and maintain such insurance policies as above provided, this Agreement may, if such policy or policies are not secured within ten (10) days after written notice to cure is given to CONSULTANT, at the election of the TOWN, be forthwith declared cancelled, revoked or terminate, and the security deposit, letter of credit, bond or other monetary undertaking made by CONSULTANT to the TOWN, securing the faithful performance of the CONSULTANT under, and its compliance with, this Agreement, shall thereupon be retained by the TOWN as liquidated damages. Failure of CONSULTANT to procure and/or maintain any required insurance policies shall not relieve CONSULTANT from any responsibility or liability under the Agreement, nor shall the insurance requirements be construed to conflict with the obligations of CONSULTANT concerning defense and indemnification. All required insurance policies must be in full force and effect and continued so during the Term of the Agreement.

(g) The total amount of insurance coverage set forth in ¶23(b)(1) herein may be increased by the TOWN during the term of this Agreement, or any renewal option Term hereof, if reasonably deemed in the best interest of the TOWN.

2. HOLD HARMLESS

The CONSULTANT, in addition to any policies of insurance procured and maintained pursuant to this Agreement, agrees to defend, save, indemnify and hold harmless the TOWN, and all of its agents, officials, officers, servants and employees, by reason of any claim, suit, action or causes of action, lawsuit or legal proceeding, regardless of origin or nature, arising out of the CONSULTANT’s performance, operation, carrying-out, execution or conducting of any aspect of this Agreement, or associated activities or business, whether by violation of statute, law, ordinance, regulation, order or decree or common law liability, and whether or not a negligent act or omission is claimed, and the CONSULTANT agrees to pay the TOWN for defending such suit, all costs,

expenses and reasonable attorney's fees incurred therein, or, at the option of the TOWN, shall, at the CONSULTANT's own expense, defend any and all such actions.

3. VIOLATIONS, BREACHES AND DEFAULTS

(a) Should CONSULTANT or any of its owners, partners, Members, principals, or controlling stockholders, be convicted of a felony crime, the TOWN may terminate, revoke and/or cancel this Agreement by notice, in writing, immediately effective on mailing, as though it were the time provided for the expiration of the Term hereof.

(b) Should the TOWN, in the discretion of the Town Board, determine that CONSULTANT is not operating, carrying-out or performing the Agreement in compliance with any the terms and provisions hereof, the Town Board shall give the CONSULTANT ten (10) days' notice to cure, in writing, specifying in what manner the CONSULTANT is not operating, carrying-out or performing, and/or the problems or conditions to be cured or corrected, which notice shall be delivered and/or sent to the CONSULTANT, either via hand-delivery at (by any practical means) and/or U.S.P.S. First Class Mail to the CONSULTANT's principal place of business (set forth in the first paragraph of this Agreement) and the d Premises. In the event the CONSULTANT's deficiency, inadequacy, lack of and/or failure in operating, carrying-out or performing under the Agreement, and/or the problems or conditions, are/is not corrected or cured within said ten (10) day cure period, the Town Board may adopt a Resolution to revoke, terminate and/or cancel the Agreement. In the event said Resolution is adopted by the Board, a certified copy of the Resolution shall be delivered and/or sent to the CONSULTANT, either via hand-delivery at (by any practical means) and/or U.S.P.S. First Class Mail to the CONSULTANT's principal place of business (set forth in the first paragraph of this Agreement) and the d Premises and the Agreement shall thereupon be revoked, cancelled and/or terminated, without further notice, as though it were the time provided for the expiration of the Term hereof. In the event this Agreement is revoked, cancelled and/or terminated as aforesaid, all rights and privileges of the CONSULTANT herein shall be forfeited without any claims for damages, compensation, refund of its investment, expenses or costs of improvements, if any, or any other claim whatsoever against the TOWN.

4. NOTICE

Where provision is made herein for notice to be given in writing, unless otherwise prescribed herein, the same shall be delivered and/or sent to the CONSULTANT, either via hand-delivery at (by any practical means) and/or U.S.P.S. First Class Mail to the CONSULTANT's principal place of business (set forth in the first paragraph of this Agreement) and the d Premises; and delivered and/or sent to the TOWN via the same manner at or to TOWN Hall at the address set forth in the first paragraph of this Agreement.

The failure of the TOWN to insist upon strict performance of any of the terms, provisions agreements, conditions or covenants herein shall not be deemed a waiver of any rights, privileges

or remedies that the TOWN may have, and shall not be deemed a waiver of any subsequent breach, violation or default in the terms, provisions, agreements, conditions and covenants herein contained. This Agreement may not be changed, modified, revised, cancelled or terminated orally.

5. PERFORMANCE

The CONSULTANT agrees well and truly to perform and faithfully observe and comply with any and all covenants, conditions, agreements, terms, promises and provisions prescribed herein. The CONSULTANT further agrees to defend and indemnify, and save and keep harmless, the TOWN, and its officers, officials, agents and employees, from and against all liability, liens, judgments, costs, claims, damages, costs and expenses of whatsoever kind, which may in any way be suffered by the TOWN, or its officers, officials, agents or employees, or which may accrue against or be charged to, or recovered from, the TOWN or its officers, officials, agents or employees, by reason or in consequence of the performance, execution or operation of, or as a result or in consequence of the privileges granted under, the Agreement, or for or on account of any act or thing done or suffered or omitted to be done under the authority, or supposed authority, of such grant. Notwithstanding any other provision to the contrary, CONSULTANT shall not be responsible for the acts or omissions of the TOWN, its agents, officials, officers and/or employees.

6. RELATIONSHIP TO THE TOWN

The CONSULTANT shall be legally considered an independent contractor and neither it, nor its staff or employees, shall, under any circumstances, be considered employees, servants or agents of the TOWN, and the TOWN shall, at no time, be legally liable or responsible for any negligence, carelessness or recklessness on the part of said CONSULTANT, or its servants, employees or agents, resulting in either personal injury or property damage to any individual, business entity or firm or corporation.

7. EQUAL EMPLOYMENT OPPORTUNITY

The Town of Orangetown, in accordance with the provisions of Title VI of the U.S. Civil Rights Act of 1964 and the regulations of the U.S. Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all prospective Proposers that it will affirmatively ensure that in any license agreement entered into pursuant to this RFP, women or minority business enterprises will be afforded full opportunity to participate in response to this RFP, and will not be discriminated against on the grounds of race, color, creed, sex, age or national origin in consideration for the Town's selection of a Proposal.

8. AMERICANS WITH DISABILITIES ACT

The Town of Orangetown does not discriminate upon the basis of any individual's disability status. This nondiscrimination policy involves every aspect of the Town's functions, including persons' access to, participation, employment or treatment in, any of its programs or activities. Anyone requiring reasonable accommodation for the public meetings specified herein (i.e.,

information conference or Proposals opening) should contact the person named on the Legal Notice of this document at least twenty four (24) hours in advance of the activity, to request accommodations.

9. CONFIDENTIALITY

The Proposer is warned that the contents of the Proposal shall become public, and by submitting a Proposal, for the aforementioned RFP, the Proposer is acknowledging and consenting to the release of said information to the public at large.

10. TOWN SEXUAL HARASSMENT POLICY

The Contractor agrees to abide by and inform its employees, contractors and agents of the Town of Orangetown Sexual Harassment Policy, and shall sign appropriate documentation regarding the receipt and review of same by Contractor and anyone working for or on its behalf in performance of this contract.

11. MISCELLANEOUS PROVISIONS

(a) The failure of the TOWN to insist upon the strict performance of any of the provisions, terms, promises, conditions and covenants herein shall not be deemed a waiver of any rights, privileges or remedies that the TOWN may have, and shall not be deemed a waiver of any subsequent breach, violation or default of any such provisions, terms, promises, conditions or covenants herein contained.

(b) If any term, provision, covenant, promise or condition of this Agreement, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term, provision, covenant, promise and condition of this Agreement shall be valid and remain in full force and effect.

(c) Nothing herein contained shall be deemed or construed so as to create an automatic renewal of the Term of this Agreement.

(d) If the TOWN, in the discretion of the Town Board, determines that the CONSULTANT is not operating, carrying-out or performing the Agreement in compliance with any the terms and provisions hereof, then the TOWN may issue Requests for Proposals (“RFPs”) to the general public.

(e) This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

NON-COLLUSIVE BIDDING CERTIFICATE

STATEMENT ATTACHED TO AND FORMING A 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 the 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 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 furnish with the bid a signed statement which sets forth in detail the reasons therefore. 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 his/her 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 customers at the same price being bid, does not constitute, without more, a disclosure within the meaning of subparagraph (A)(1).

(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.



Request for Proposal
Town Comprehensive Plan
November 12, 2020

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

(print the legal name of Corporation, Limited Liability Company, individual or firm, and any d/b/a name, above)

By: _____
(print name and title/position above)

Sworn to before me this
_____ day of _____, 2020

Notary Public

DICHTER LAW LLC

**ATTORNEYS AT LAW
118 N. BEDFORD RD.
SUITE 300
MOUNT KISCO, N.Y. 10549**

TELEPHONE: (212) 593-4202
FAX: (212) 994-5394
Website: www.dichterlaw.com

JOEL R. DICHTER
Dichter@dichterlaw.com

September 21, 2020

Hon. Teresa M. Kenny
Town Supervisor
Town of Orangetown
Orangetown Town Hall
26 W. Orangeburg Road
Orangeburg, NY 10962

Invoice

Re: Suez Water New York (“SWNY”) rate proceedings.

FOR PROFESSIONAL SERVICES RENDERED for representation of the Communities before the New York Public Service Commission in the pending proceedings to review the petitions of SWNY in case 19-W-0168 for a rate hike, and 19-W-2069 for a merger of Suez Water New York’s operations.

Town of Orangetown Share:.....\$800.00

Please remit payment in the amount of \$ 800.00 to Dichter Law, LLC

Wire Instructions:

Sterling National Bank & Trust Co. of N.Y.
ABA Code: 026007773
Account No: 0370575952 for the account of Dichter Law, LLC



HODGES WALSH & BURKE, LLP

ATTORNEYS AT LAW
55 CHURCH STREET, SUITE 211
WHITE PLAINS, NEW YORK 10601

(914) 385-6000
FAX (914) 385-6060
www.hwm-law.com

John J. Walsh II, Esq.
Direct E-Mail: jwalsh@hwb-lawfirm.com

October 9, 2020

Robert V. Magrino, Esq.
Town Attorney
Town of Orangetown
26 Orangeburg Road
Orangeburg, NY 10962

Re: *Donald Content v. PO Curran & PO John Doe*, filed in the United States District Court for the Southern District of New York, Index number 20-cv-5444

Dear Mr. Magrino,

This will confirm that our office has been requested to represent Police Officer Curran and other employees of the Town of Orangetown who may be named in the future in the above referenced matter.

This Letter of Engagement is furnished to you in accordance with Part 1215 of the Joint Rules of the Appellate Division.

Our firm will act as attorneys for Police Officer Curran and other employees of the Town of Orangetown in connection with all proceedings in this matter. Our representation will include, where needed in our discretion, client conferences; preparation of all pleadings; pre-trial motions; discovery documents; pre-trial investigation and preparation; legal memoranda; briefs; reports and other legal documents and papers; legal research; preparation of witnesses for hearings, depositions, and trial; conferences with expert witnesses; and attendance at all required Court proceedings.

We intend to submit bills quarterly.

Expenses paid by our office, if any, will be separately stated on the bills.

Our fees will be charged at rates of \$175 per hour for services of attorneys and \$95 per hour for services of paralegals.

The Town of Orangetown will be responsible for payment of all expenses and fees related to the above representation, bills for which will be forwarded upon receipt by our firm. These may include court filing fees; court reporting fees; fees charged by outside providers for providing of records, digital or otherwise; fees associated with investigation into claims and other factual matters determined to be relevant to the defense of this matter; and fees charged by expert witnesses.

On behalf of the firm I want to thank you for retaining us to represent the Defendants in this matter.

Very truly yours,

HODGES, WALSH & BURKE LLP


John J. Walsh, Esq.

JJW: hs

JAMES J. DEAN
Superintendent of Highways
Roadmaster IV

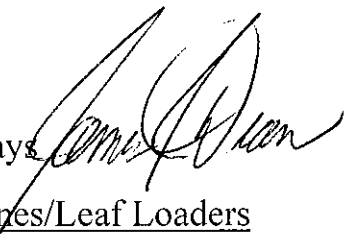
Orangetown Representative:
R.C. Soil & Water Conservation Dist.- Chairman
Stormwater Consortium of Rockland County
Rockland County Water Quality Committee



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

Affiliations:
American Public Works Association NY Metro Chapter
NYS Association of Town Superintendents of Highways
Hwy. Superintendents' Association of Rockland County

Memorandum

DATE: November 2, 2020
TO: Supervisor & Town Board
FROM: James J. Dean, Superintendent of Highways 
RE: Bid Award – Two (2) Yard Waste Machines/Leaf Loaders

As per the attached, it is my recommendation the bid for Two (2) Yard Waste Machines/leaf Loaders be awarded to Suffolk County Brake Service, Bohemia, New York in the amount of \$123,422.00 to be charged to account H.5130.200.08.

Kj

Attachment



DATE: November 10, 2020

WARRANT

Warrant Reference	Warrant #	Amount
Approved for payment in the amount of		
	102120	\$ 865,486.50
	102820	\$ 21,456.22
	111020	\$ 768,293.34
	Total	\$ 1,655,236.06

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: 11/5/2020
CC: DEPARTMENT HEADS



The audit for the Town Board Meeting of 11/10/2020 consists of 3 warrants for a total of \$1,655,236.06.

The first warrant had 30 vouchers for \$865,486.50 and had the following items of interest.

1. NYS Dept. of Civil Service (p4) - \$738,793 for Healthcare Insurance.
2. Sparkill Senior Club (p5) - \$7,594 for expense reimbursement.

The second warrant had 7 vouchers for \$21,456 and had the following items of interest.

3. H2M (p1) - \$10,661 for Community Center project.

The third warrant had 207 vouchers for \$768,293 and had the following items of interest.

4. AKRF Inc. (p2) - \$6,923 for Escrow return.
5. Applied Golf (p4) - \$126,500 for Blue Hill golf maintenance contract.
6. Applied Golf (p4) - \$29,750 for Broadacres golf maintenance contract.
7. BPAS actuarial services (p10) - \$8,125 for lobbying services (4 mo.).
8. Corsi Tire (p16) - \$6,081 for highway materials.
9. Michael Cotter (p18) - \$18,700 for Safety Inspection Service (Building Dept.).
10. CSEA Employee Benefit Fund (p19) - \$30,974 for dental benefits.
11. Fleet Pump & Service (p26) - \$29,816 for pump replacement (bonded).
12. Foley Signs (p27) - \$9,127 for Police lettering.
13. Gentile (p28) - \$9,204 for 207c payment.
14. Global Montello (p29) - \$12,488 for fuel.
15. Hauser Bros. (p31) - \$14,275 for HVAC servicing.

16. JCI Chemicals (p33) - \$9,749 for sewer chemicals.
17. Jungle Lasers (p34) - \$8,200 for Highway software.
18. Ken's Tree care (p40) - \$34,159 for tree removal.
19. Met Life (p43) - \$12,334 for Police dental insurance.
20. Miracle Recreation Equipment (p44) - \$100,450 for playground equipment (bonded).
21. Rockland County Solid Waste (p53) - \$7,695 for recycling.
22. Shannon Chemical Corp. (p55) - \$16,485 for sewer chemicals.
23. Slack Chemical Co. (p56) - \$12,105 for sewer chemicals.
24. Sprague Operating Resources (p57) - \$8,438 for fuel.
25. State Comptroller (p60) - \$33,978 for Justice fines.
26. Tilcon NY (p64) - \$10,283 for Highway materials.
27. Virtuit Systems (p68) - \$17,092 for IT equipment.

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

Thank you.

Jeffrey W. Bencik, CFA

845-359-5100 x2204