

2019 Preliminary Budget Adjustments
as of 11/13/2018

<u>Budget line</u>	<u>Description</u>	<u>2019</u> <u>Supervisor</u>	<u>2019</u> <u>Adopted</u>	<u>Change</u>
A.1355.011	ASSESSOR.PERMANENT STAFF	374,235	375,384	1,149
A.5010.015	SUPT. OF HIGHWAYS.APPOINTED OFFICIALS	3,000	2,817	(183)
B.1989.478.16	UNCLASSIFIED.INTERFUND CHARGES POLICE	1,322,135	835,832	(486,303)
B.1989.478.17	UNCLASSIFIED.INTERFUND CHARGES.OTHER	197,560	683,863	486,303
B.3120.016.16	POLICE.HOLIDAY PAY.POLICE	160,000	290,000	130,000
D.5110.011.04	HIGHWAY REPAIR.PERMANENT STAFF.PT	2,470,754	2,485,880	15,126
D.5110.457.04	HIGHWAY REPAIR. W/OUTSIDE VENDORS.PT	225,000	217,000	(8,000)
D.5140.011.05	MISC. BRUSH.PERMANENT STAFF.TW	1,316,286	1,242,939	(73,346)
D.5140.012.05	MISC. BRUSH.TIME & ONE HALF.TW	167,500	127,500	(40,000)
D.5142.011.05	SNOW REMOVAL.PERMANENT STAFF.TW	438,762	414,313	(24,449)
D.5140.013.05	MISC. BRUSH.SEASONAL & PART TIME.TW	100,000	125,000	25,000
D.5142.013.05	SNOW.SEASONAL & PART TIME.TW	-	15,000	15,000
E.9710.600	SERIAL BOND DEBT SERVICE.BOND PRINCIPAL	96,026	96,574	548
E.9710.700	SERIAL BOND DEBT SERVICE.BOND INTEREST	26,941	26,409	(532)
E.7250.457	BLUE HILL.CONTRACTS W/OUTSIDE VENDORS	1,663,119	1,663,103	(16)
V.9710.600.06	SERIAL BOND DEBT SERVICE.BOND PRINCIPAL	440,565	468,964	28,399
V.9710.700.06	SERIAL BOND DEBT SERVICE.BOND INTEREST	242,947	215,436	(27,511)
B.3620.443.17	SAFETY INSPECTION.AGREEMENTS.OTHER	7,000	89,770	82,770
A.1355.457	ASSESSOR.CONTRACTS W/OUTSIDE VENDORS	6,800	20,200	13,400
A.5010.457	SUPT. OF HIGHWAYS.CONTRACTS OUTSIDE	12,000	25,400	13,400
G.8130.457	SEWAGE TREATMENT.CONTRACTS OUTSIDE	140,000	146,700	6,700
A.7020.457	PARKS & REC ADMIN.CONTRACTS OUTSIDE	-	6,700	6,700
B.3620.457.17	SAFETY INSPECTION.CONTRACTS OUTSIDE	-	(3,500)	(3,500)
Total				\$ 160,655

**PROPOSED LOCAL LAW NO. __ OF 2018,
AMENDING CHAPTER 39 OF THE TOWN CODE
REGARDING TAXI STANDS IN THE TOWN OF
ORANGETOWN**

BE IT ENACTED BY THE TOWN BOARD OF THE TOWN OF ORANGETOWN AS FOLLOWS:

The said section of the Code, Chapter 39, Article I is amended as follows (Additions to the existing law are **Bold and underline**; Deletions are designated by ~~strikethrough~~):

Section 1.

§ 39-5 Prohibition of stopping, standing or parking in specified places.

Except when necessary to avoid conflict with other traffic or in compliance with law or the directions of a police officer or official traffic control device, no person shall, within the limits of the Town of Orangetown:

A. Stop, stand or park a vehicle:

10) On any portion of a public highway marked and designated by an official sign as a "taxi stand," except a taxi.

a. A "taxi" shall be defined as a vehicle possessing valid New York State taxi, livery, or medallion registration, and operated by a person possessing a valid Class A, B, C, or E New York State Driver's license.

b. No taxi shall be permitted to wait for longer than one hour in a taxi stand without leaving and returning to the rear of the taxi stand. Taxis within the taxi stand shall queue up in the direction of traffic, gradually moving forward as the taxi in front of them leaves or becomes occupied. There shall be no fee for use of a taxi stand by a taxi.

c. The Town Board shall designate the location of any Taxi Stand by resolution.

Section 2. Severability Clause

The invalidity of any word, section, clause, paragraph, sentence, part or provision of this local law shall not affect the validity of any other part of this local law that can be given effect without such invalid parts.

Section 3. Effective Date.

This Local Law shall become effective immediately upon being filed with the Secretary of State.



Customer Quotation

CANON SOLUTIONS AMERICA

Transaction:	Sale
Submitted By:	KURT LEBARON SCHMITT - 02/12/2018 04:17 PM

Quote Number:	445091-2
Effective Until:	3/14/2018

Description:	CW500 - ColorWave 500 Printer (Solution 1.1)	Quantity:	1
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Product Details

Description	Item Action	Item Number	Item Qty
ColorWave 500	Add	0051C001	1
ColorWave 500 License	Add	0054C009	1
ColorWave 500 Install Kit	Add	9712276	1
Initial Supply CW	Add	INTSUP2	1
Initial Supplies	Add	45-9400A	1
ColorWave 500 Initial Supplies Kit A	Add	9713362A	1
Rear Cover Scanner	Add	0053C005	1
Receiving Rack	Add	0053C011	1
CW 500 Postscript/PDF	Add	0054C001	1
Color IPak	Add	6154011IP	1
2 Help Desk Incidents (Required on Direct Sales)	Add	9713088	1

Shipping

Shipping Information	Zone	Requested Install Date	Serviced By
26 W ORANGEBURG RD, ORANGEBURG, NY 10962-1706 (0000558743) Contact: Slavin, Jane	1		

Service

Service Term	12
Quoted Service*	\$194.00
Billing/Allowance Frequency	Monthly/ Monthly

Service Type	Supplies Not Included
Coverage Info	1x5 M-Fr 8-5pm
Months to be fixed	N/A

Meter Scheme	Square Foot Plan
Supplies Contract Type	N/A
Summer shut-off	N/A

Service Condition	Periods	Service Plan	Service Condition		Financial Type	Q S	P L
			Qty	Price			
Standard Warranty	1-3	Total, Unlimited	1	\$0.00	N/A		
Standard Maintenance	4-12	Square Foot Plan, 2,500/MonthlyWith \$0.03770 Excess Per Square Foot	1	\$194.00	Periodic	*	

Canon Solutions America - Large Format Solutions: 100 Park Boulevard, Itasca, IL 60143 - 800.714.4427

This quotation shall be treated as confidential and shall not be disclosed to anyone except your employees, officers and agents engaged in evaluating this quotation.

This Quotation may be subject to credit approval and/or a site survey and is only valid through the effective date shown above and thereafter is subject to change or cancellation without notice.



Customer Quotation

CANON SOLUTIONS AMERICA

Transaction:	Sale
Submitted By:	KURT LEBARON SCHMITT - 02/12/2018 04:17 PM

Quote Number:	445091-2
Effective Until:	3/14/2018

Description:	SCEXP3 - Scanner Express III (Solution 1.2)	Quantity:	1
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Product Details

Description	Item Action	Item Number	Item Qty
Scanner Express III	Add	8782B004	1

Shipping

Shipping Information	Zone	Requested Install Date	Serviced By
26 W ORANGEBURG RD, ORANGEBURG, NY 10962-1706 (0000558743) Contact: Slavin, Jane	1		

Service

Service Term	12
Quoted Service*	\$37.00
Billing/Allowance Frequency	Monthly/ Monthly

Service Type	Supplies Not Included
Coverage Info	1x5 M-Fr 8-5pm
Months to be fixed	N/A

Meter Scheme	N/A
Supplies Contract Type	N/A
Summer shut-off	N/A

Service Condition	Periods	Service Plan	Service Condition		Financial Type	Q S	P L
			Qty	Price			
Standard Warranty	1-3	Meter N/A, Unlimited	1	\$0.00	N/A		
Standard Maintenance	4-12	Meter N/A, Unlimited	1	\$37.00	Periodic	*	

Canon Solutions America - Large Format Solutions: 100 Park Boulevard, Itasca, IL 60143 - 800.714.4427

This quotation shall be treated as confidential and shall not be disclosed to anyone except your employees, officers and agents engaged in evaluating this quotation.

This Quotation may be subject to credit approval and/or a site survey and is only valid through the effective date shown above and thereafter is subject to change or cancellation without notice.

Canon Solutions America, Inc.
Customer Agreement Amendment

CSA Origination office: 100 Park Blvd., Itasca, IL 60143
CSA Administrative office: 100 Park Blvd., Itasca, IL 60143

Customer:	
Contract No:	

THIS AMENDMENT IS ATTACHED TO AND MADE A PART OF THE CUSTOMER AGREEMENT BETWEEN Canon Solutions America, Inc. ("CSA") and Customer ("Agreement"). All defined terms within the Customer Agreement shall have the same meaning within this Amendment.

CSA and Customer agree that an equal product substitution will occur whereby a model CW3500 printer will be shipped/installed at the designated location in lieu of the originally ordered model CW500 Printer. All accessories/options ordered for the model CW500 Printer will also be substituted with the applicable and corresponding CW3500 accessories/options.

This substitution will have no effect on the originally contracted prices in the Customer Agreement.

The customer acknowledges and accepts this substitution.

Except as contained herein, the terms and conditions of the Customer Agreement shall remain in full force and effect. This Amendment will not commence and will not be binding on the parties until accepted by CSA.

Customer Authorized Signature	CSA Authorized Signature
Customer Name: _____	Date: _____
Authorized Signature: _____	Accepted by: _____
Name (print): _____	Name (print): _____
Title: _____ Date: _____	Title: _____

Canon Solutions America, Inc.

Customer Agreement

Division:	WFPS
Order Type:	Sale
	Hardware

Contract No:	
Agreement No:	445091-02
Rep No:	3193

Customer's Sold To Address	Customer's Ship To Address
Company Name: <u>Town of Orangetown</u>	Company Name: <u>-- See Site Surveys --</u>
DBA: _____	DBA: _____
Contact Name: <u>Jane Slavin</u>	Contact Name: _____
Type of Entity: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> LLC (check one)	Address: _____
Address: <u>26 W ORANGEBURG RD</u>	Address: _____
Address: _____	Address: _____
City: <u>ORANGEBURG</u> County: <u>ROCKLAND</u>	City: _____ County: _____
State: <u>NY</u> Zip: <u>10962-1706</u> Phone: <u>845-359-8410</u>	State: _____ Zip: _____ Phone: _____

Product/Equipment Supplies Description <small>(Include serial numbers and meter counts when required)</small>	Requested Delivery	Qty.	Pre-pack	Warranty (#of Days)	List Price	Trade-in / Discount	Installation/ Delivery	Addenda Totals	Total Net Price
A CW500	02/28/2018	1		90			Included		\$33,179.00
B SCEXP3		1		90			Included		\$4,460.00
C									
D									

Billing Frequency	Agreement Term	Intro or Equipment Rental Data		Special Delivery Charges
Minimum Rental Payment	Initial Term <u>9</u>	Minimum Payment	Cost per Copy	Excess Rigging
				Total (Exclusive of Sales/Use Tax & Maint.)
				\$37,639.00
Minimum Maintenance Payment <u>Monthly</u>	Payment No. To	Trade in Equip	PO Required	K-16 Summer Shut-Off (DPS Only)
	Payment No. To	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Copy Allowance <u>Monthly</u>	Payment No. To	Tax Exempt	Supplies Incl.	
	Payment No. To	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Service (Also used for Rental Copy Allowances/Charges.)																
Number of Square Foot/Linear Foot/SmartClick/Copies			Allowance	Zone	Service Charge	Service Addend	Excess Meter Charge/SmartClick Charge <small>(Copies will be billed separately)</small>			Service Pricing Fixed						
A	B&W	2500	Clr	0	Scan	0	Square Foot	1	\$194.00		B&W	0.03770	Clr	Scan	0	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Months
B	B&W	Unlimited	Clr	0	Scan	0		1	\$36.00		B&W	0	Clr	Scan	0	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Months
C	B&W		Clr		Scan						B&W		Clr	Scan		<input type="checkbox"/> Yes <input type="checkbox"/> No Months
D	B&W		Clr		Scan						B&W		Clr	Scan		<input type="checkbox"/> Yes <input type="checkbox"/> No Months

Acceptance	Optional Service
Customer Signature acknowledges receipt of 3 (#) documents (See documents listed below) which are incorporated into this document by reference.	After Hours Coverage
DOCUMENT NAME	Opt. Coverage
Document Acceptance Agreement	Add'l Service Charge
Customer Agreement Terms and Conditions	Call Out Charge
Site Survey	
REV.	A <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<u>12/12</u>	B <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<u>12/12</u>	C <input type="checkbox"/> Yes <input type="checkbox"/> No
	D <input type="checkbox"/> Yes <input type="checkbox"/> No
	Comments
	Contract Compliance Code: 999 - N/A - N/A
	Coverage Info (CW500): 1x5 M-Fr 8-5pm
	Coverage Info (SCEXP3): 1x5 M-Fr 8-5pm
	* Full Site Survey must be completed by our Service Team and signed by the Customer (representative must schedule this event for the immediate future and coordinate activities).
	* Site Preparation and Site Rigging charges are the responsibility of the Customer.

Customer Authorized Signature	CSA Authorized Signature
Customer Name: _____	Date: _____
Authorized Signature: _____	Accepted by: _____
Name (print): _____	Name (print): _____
Title: _____ Date: _____	
State of Organization: _____	Canon Solutions America, Inc. • 5450 N. Cumberland Avenue • Chicago, IL 60656
FEIN/ SSN	

By execution hereof, the signer certifies that (s)he has read the entire Agreement, that CSA or its representatives have made no agreements or representations except as set forth herein and that (s)he is duly authorized to execute the Agreement on behalf of Customer.



Canon Solutions America, Inc.

Document Acceptance Agreement

Agreement No: 445091-02

Customer's Sold To Address	Customer's Ship To Address
Company Name: <u>Town of Orangetown</u>	Company Name: <u>-- See Site Surveys --</u>
DBA: _____	DBA: _____
Contact Name: <u>Jane Slavin</u>	Contact Name: _____
Address: <u>26 W ORANGEBURG RD</u>	Address: _____
Address: _____	Address: _____
City: <u>ORANGEBURG</u> County: _____	City: _____ County: _____
State: <u>NY</u> Zip: <u>10962-1706</u> Phone: <u>845-359-8410</u>	State: _____ Zip: _____ Phone: _____

Acceptance				
Customer Signature acknowledges receipt of (#) documents (See documents listed below), which are incorporated into this document by reference.				
<table border="1"> <thead> <tr> <th>DOCUMENT NAME</th> <th>REV.</th> </tr> </thead> <tbody> <tr> <td>Site Survey</td> <td></td> </tr> </tbody> </table>	DOCUMENT NAME	REV.	Site Survey	
DOCUMENT NAME	REV.			
Site Survey				

Customer Authorized Signature	Sales Manager Acknowledgement
Company Name: _____	Name: _____
Authorized Signature: _____	Océ Authorized Signature
Name (Please Print): _____	Date: _____
Title: _____ Date: _____	Accepted by VP: _____
	Name (Please Print): _____

<small>CUSTOMER'S REPRESENTATIVE WARRANTS THAT HE/SHE IS DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF CUSTOMER AND THE AGREEMENT IS BINDING ON CUSTOMER.</small>	<small>THIS CUSTOMER AGREEMENT IS ONLY BINDING UPON SIGNATURE OF AN AUTHORIZED Océ North America, Inc. REPRESENTATIVE.</small>
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THESE TERMS AND CONDITIONS SUPERCEDE ANY OTHER TERMS AND CONDITIONS INCLUDING ANY TERMS AND CONDITIONS IN THE CUSTOMER'S PURCHASE ORDER TERMS AND CONDITIONS OR OTHER DOCUMENTS. CUSTOMER'S AUTHORIZED REPRESENTATIVE ACKNOWLEDGES HE/SHE HAS READ THESE TERMS AND CONDITIONS AND ACKNOWLEDGES THAT THESE TERMS AND CONDITIONS SUPERCEDE ANY OTHER TERMS AND CONDITIONS.

Customer Agreement Terms and Conditions

Common Terms

1.0 DEFINITIONS.

- a. **Agreement** means this Customer Agreement and all schedules, amendments, and/or addenda attached hereto or made a part thereof.
- b. **Client Software** means that portion of the Software that resides in, and operates on, the desktop or portable computers in use by Customer or third parties and which provides access to the Server Software and computer system resources shared and used by the Software.
- c. **Confidential Information** means Firmware, Software, Documentation, technical service manuals, service bulletins, databases, customer lists, pricing, results, discounts and/or such other information as is marked as "confidential" by a party hereto.
- d. **Consulting Services** means consulting provided by CSA as relates to the Firmware and/or Software. Consulting Services may be provided by CSA at any time during the term of this Agreement. Consulting Services, if any, and the price therefore are set forth on the Customer Agreement Addendum or on a separate statement of work signed by CSA and Customer.
- e. **Consumables** means toner, developer, paper, photoconductor or ink, as the case may be to be used, in conjunction with or for the Equipment.
- f. **Cover Sheet** means the front page of this Agreement.
- g. **CSA** means Canon Solutions America, Inc.
- h. **Customer** means the business entity defined on the Cover Sheet.
- i. **Documentation** means documents and other materials provided to Customer to support use of Product(s).
- j. **Educational Services** means training provided by CSA as relates to the Product(s), Firmware and/or Software.
- k. **Excess Charge** means charges in Excess of the Square Foot/Linear Foot or SmartClick Allowance specifically set forth on the Cover Sheet.
- l. **Effective Date** means (i) the date the installation is completed; or (ii) for Software which is not installed during the installation of the Equipment, the date the Software is enabled or shipped; or (iii) in the case of conversions or trials, the date specified by CSA.
- m. **Equipment** means printing and/or scanning equipment, including accessories and ancillary equipment each and all of which is identified by model number on the Cover Sheet, excluding NOLI Products.
- n. **Firmware** means software embedded in Equipment in object code form, incidental to operation of the Equipment, licensed by the Equipment manufacturer to Customer or for which CSA has the right to sublicense to Customer.
- o. **Implementation Services** means services relating to the implementation of Firmware and/or Software and which are rendered at or about the time of Equipment installation and may include (but shall not be limited to) review of print applications, validation of hosts and network paths, validation of system configuration(s), and overview of printer/server operation. Implementation Services acquired hereunder, if any, and the costs thereof are set forth on the Customer Agreement Addendum.
- p. **Installation** means the Equipment is ready for commercial operation in accordance with manufacturer's published specifications.
- q. **Installation Site** means the Customer's "Ship To" address specified on the Cover Sheet and to which Customer requests that CSA ship the Equipment or Software. Delivery will be made to the Installation Site.
- r. **Maintenance** means the repair and/or replacement of parts, subassemblies, and Firmware to keep the Product(s), and if applicable NOLI Products, in good working order per manufacturer's or CSA's written specifications, as the case may be, provided that repairs can be performed in the field. Parts required for repair may be used or remanufactured in accordance with CSA's specifications. Maintenance may be provided by CSA or a third party subcontracted by CSA.
- s. **NOLI Products** means Non-OCé Listed Items, which may include hardware, software (and specifically Third Party Software), equipment, supplies, service, warranty, network equipment and other items not listed in CSA's price list and as designated on the Customer Agreement Addendum.
- t. **Parts** means all parts certified by CSA as meeting manufacturers' and/or CSA specification, as the case may be, and which are required to provide Maintenance to Products. Such certification requirements shall be determined solely by CSA.
- u. **Product** means Equipment, Consumables, Maintenance, Professional Services, Educational Services and Parts provided hereunder, excluding NOLI Products.
- v. **Professional Services** means collectively Implementation Services, Educational Services and Consulting Services each of which as such services relate to Software acquired hereunder. Professional Services, if any, and the rates therefore, are specified in the Customer Agreement Addendum.
- w. **Server Software** means that portion of the CSA Software that resides in, and operates on, the computer systems of Customer which allow access by the Client Software to shared computer system resources, including data files and databases.
- x. **Service Charges** means charges invoiced by CSA for Maintenance Services and/or Software Support and or charges based on use.
- y. **SmartClick™** means a CSA proprietary measurement derived from (1) the amount of toner used; plus (2) the area of media used, for each application printed on the Equipment.
- z. **Software** means all computer software programs provided by CSA, whether embedded in Product(s) or provided via separate media or download; the Software includes, but is not limited to, Firmware, and Third Party Software and software that is set forth in the Customer Agreement Addendum.
- aa. **Software Support** means access to CSA support specialists for operator questions, installation support, explanation of Software features and functionality, network connectivity questions, and other software support issues. Software Support includes making available updates, fixes, minor enhancements and improvements to the current version of the Software and/or Firmware and correcting reproducible errors in Firmware or Software which errors are caused by defects in the software. Software Support does NOT include (i) administration of servers or database products; (ii) support of Firmware or Software installed on equipment using "beta" or operating systems not supported by CSA; (iii) resolution of network errors not directly related to Firmware or Software; or (iv) installation, setup or support of third party products not supported by CSA or software not acquired from CSA. Software Support does not include updates, upgrades and new releases or versions of third party products sold with or used in conjunction with Software.
- bb. **Third Party Software** means software authored by third parties other than CSA and made available by CSA to Customer and which requires Customer to enter into a license agreement directly with the third party software provider. Third Party Software provided hereunder is set forth on the Customer Agreement Addendum.

2.0 This Agreement governs the provision of Products and NOLI Products identified on the Cover Sheet and/or Customer Agreement Addendum and shall be in effect from the earlier to occur of: (i) the date the Agreement, signed by Customer, is countersigned by CSA; or, (ii) shipment of the Product; or, (iii) performance of any Professional Services and/or Maintenance. Once this Agreement becomes effective and legally binding as set forth in this Section, it is non-cancelable. CSA has no responsibility for the decision or effect of the decision of Customer to acquire NOLI Products, even if CSA helps Customer identify, evaluate or select such NOLI Products. Customer and CSA shall sign a separate addendum ("Supplemental Agreement") in connection with the purchase of such NOLI Products.

3.0 EQUIPMENT. Products shipped hereunder, unless otherwise specifically set forth in the Cover Sheet or Customer Agreement Addendum may, in CSA's sole discretion, be New/Newly Manufactured, Factory Produced New Model, Like New, Remanufactured, Refurbished or Used. With respect to Wide Format Equipment, CSA may ship (at CSA's sole discretion) any Equipment type defined above. "Factory Produced New Model" means Equipment that has been disassembled, cleaned, refinished, inoperable components replaced with new or used components. Such Equipment is newly serialized Equipment with new features and/or functions. Customer is the first user of this Equipment, which is fully tested to assure product performance and reliability specifications. "Like New" means Equipment previously on trial, used as a demo unit, shown at a trade show or equipment with nominal foot/copy count. All Like New Equipment has been maintained by CSA, has not been pre-owned by any other party and has a nominal foot/copy count from a controlled pre-production environment. "New/Newly Manufactured" means Equipment that is newly assembled and which may contain a limited number of used components that have been thoroughly inspected and tested to assure product performance and reliability specifications. "Refurbished" means Equipment that has been under CSA maintenance, has been tested to ensure full functionality and reliability to specifications. "Remanufactured" means Equipment that has been disassembled, cleaned, refinished, inoperable components replaced with new or used components and is fully tested to assure product performance and

reliability specifications. Meters have been reset to zero. "Used" means Equipment that has been maintained under CSA's authorized technical standards. Used Equipment is offered without warranty.

4.0 DELIVERY; RISK OF LOSS; INSURANCE. Delivery dates provided for by CSA are estimates only and CSA shall not be liable for delays in delivery due to causes beyond CSA's reasonable control. Customer is responsible for freight, delivery and rigging charges unless otherwise agreed. Notwithstanding any other provision herein and in addition to Service Charges, CSA may assess a fuel surcharge ("Fuel Surcharge") to offset increase in fuel expenses. Risk of loss shall pass to Customer upon delivery to Customer's loading dock. From the time of shipment until Customer's payment obligations have been satisfied, Customer agrees (a) to give CSA prompt written notice of any damage to or loss of the Equipment or any occurrence arising from the possession, use, or operation of the Equipment resulting in death, bodily injury or damage to property; and (b) to maintain, at its expense, comprehensive general liability and property insurance covering the Equipment in an amount at least equal to the Equipment purchase price.

5.0 TITLE; SECURITY INTEREST; TRADE-IN. Customer agrees to immediately notify CSA in writing of any change in Customer's name or address or jurisdiction of organization, or discontinuance of its place or places of business. Prior to payment being made in full, Customer shall not move the Products from the Installation Site without first obtaining prior written consent from CSA. Title to Products (except with respect to Software) shall pass to Customer upon payment in full. CSA shall retain a first priority security interest in the Products and all proceeds therefrom until all purchase payments due CSA have been made. As security for the payment of all amounts due to CSA, Customer hereby grants to CSA a purchase money security interest in the Products and all proceeds thereof (including insurance proceeds). To the extent permitted by applicable law, Customer hereby authorizes CSA to file with the appropriate governmental authorities any and all financing statements necessary to evidence or perfect CSA's security interest in the Products including attachments, replacements, substitutions, modifications and additions thereto. Customer agrees to reimburse CSA upon demand for all costs incurred in connection therewith. Customer represents and warrants that any trade-in equipment is free and clear of all liens and encumbrances of any kind and that marketable title shall vest in CSA upon CSA's receipt of the trade-in equipment. Customer shall be responsible for related freight charges and trade-in equipment shall be packed in accordance with the manufacturer's specifications.

6.0 INSTALLATION AND SITE PREPARATION. CSA shall install the Equipment at the Installation Site. In no event shall Installation be later than thirty (30) days after delivery of the Equipment, except if delay is due solely to CSA. Customer shall be ready to timely receive the Equipment and shall have the area at the Installation Site prepared and ready to receive the unit of Equipment or the Software in accordance with CSA's power, environmental and other requirements prior to its delivery, including providing adequate power, analog phone line(s) and computers and/or network connection(s) (if required for the unit of Equipment), lighting, humidity, HVAC, and security. Installation services may be provided by an independent contractor at CSA's discretion. Installation services include uncrating, unpacking, connection to peripherals, power, communication and other utilities, and rendering the Equipment or Software ready for use. All site preparation, including electrical wiring, air conditioning and necessary permits or approvals, is Customer's responsibility. Unless otherwise specified in the Cover Sheet and/or Customer Agreement Addendum, Customer operator training is available from CSA at its training rate in effect at the time of such training pursuant to Section 24.0. Customer must complete a CSA site survey, or equivalent CSA form, prior to installation of any Equipment or Software that will be connected to Customer's computer network. In reliance on this information, CSA will either proceed with the installation, or advise Customer of potential problems that may limit functionality. If such survey has been completed and delivered to CSA, or if there are any changes to Customer's computer network or software, any attempts by CSA to remedy such problems will be at its standard charges then in effect, and CSA makes no representation or warranty that it can remedy such problems

7.0 PAYMENT AND TAXES. Payment of the purchase price and other charges is due thirty (30) days from the date invoiced. Service Charges are billed for full month periods. If Equipment is installed on other than the first of the month, then Service Charges shall be pro-rated from the install date to the end of the month; in addition, use charges shall be charged based on the meter read for the same period. Once per twelve month period, CSA may adjust pricing for Maintenance Service Charges, or any component thereof, supplies and other materials, by a maximum of fifteen percent (15%). Customer shall pay on demand a late fee equal to the lesser of 1.5% per month or the maximum rate permitted by law, on all overdue payments whether such payments are due prior to or after a notice of default. All payments shall be made at the office of CSA set forth above, or at any other place designated by CSA. Customer shall pay or reimburse CSA for all costs of collection (including reasonable attorneys' fees, litigation expenses and court costs) of any overdue amounts. Customer shall pay or reimburse CSA for all license fees, duties, privilege, sales, use, excise, stamp, and other similar taxes and charges now or hereafter imposed upon this transaction or relating to the ownership, sale, use or operation of Equipment (exclusive of franchise taxes or taxes based upon CSA's net income).

8.0 DEFAULT AND REMEDIES.

- a. Any of the following shall constitute a default by Customer ("Default"):
 - (i) failure to pay any amounts when due and such failure remains unremedied for ten (10) days from the due date; or,
 - (ii) failure to comply with any provisions or perform any of its obligations arising under this Agreement or under any other documents or agreements relating to this Agreement, and such failure remains unremedied by Customer for a period of twenty (20) days.
- b. Upon Default, CSA may exercise any one or more of the following remedies (which remedies shall be cumulative):
 - (i) terminate this Agreement and/or any applicable Schedule;
 - (ii) declare all amounts due from Customer immediately due and payable in full;
 - (iii) secure peaceable repossession and removal of the Products by CSA or its agent without judicial process and sell or lease at such place as CSA may deem advisable and CSA may be the purchaser at any such sale;
 - (iv) require Customer to pay all expenses, including reasonable attorney fees and costs, in connection with the retaking, refurbishing, selling or the like of the Products;
 - (v) exercise any other right or remedy available to it under the Uniform Commercial Code or any other applicable law or proceed by appropriate court action to enforce this Agreement or recover damages for breach thereof. To the extent permitted by applicable law, Customer waives all rights it may have to limit or modify any of CSA's rights and remedies under this Agreement, including but not limited to, any right to require CSA to dispose of the Products or otherwise mitigate its damages.

9.0 WARRANTY. CSA warrants that on completion of Installation, Equipment will be (i) in material conformance with the manufacturer's published specifications, (ii) qualified for CSA's standard maintenance services; (iii) free from material defects in workmanship and materials. All parts found to be defective during installation shall be repaired or replaced at the option of CSA. All parts replaced under this warranty shall become the property of CSA. If a warranty period is marked on the Cover Sheet, then warranty shall continue from Installation for the period set forth on the Cover Sheet. Customer's sole and exclusive remedy for breach of the foregoing warranty shall be to reject the Equipment and cancel the affected Equipment Schedule. In no event shall a breach of this warranty give rise to a claim for damages against CSA. CSA's obligation hereunder is limited to the repair or replacement (at CSA's option) of any Equipment, material or part which does not conform to this warranty. The warranty set forth herein applies only to New/Newly Manufactured, Factory Produced New Models, Remanufactured or Refurbished Equipment and is conditioned upon Customer giving prompt notice to CSA of any discovered defects. CSA is not obligated by this warranty to perform repairs or parts replacement for defects or damage resulting in whole or part from (i) alteration, relocation, repairs, or use of parts, software or services not provided by CSA or its authorized representative, (ii) accident, (iii) abuse, willful misconduct, or negligence; (iv) the acts or omissions of Customer. The repair or replacement of expendable items (for example photoconductor drums, fuser rollers, and inkjet print heads) are not covered by this warranty or Maintenance. The foregoing examples do not comprise a complete list and expendables may vary on different products and CSA shall maintain the complete list of expendable items. THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. CSA provides no warranty for NOLI Products. For NOLI Products, Customer may receive a warranty directly from such product or software vendor.

10.0 LIMITATION OF LIABILITY. EXCEPTING AS TO A VIOLATION OF THE SOFTWARE LICENSE TERMS HEREOF BY CUSTOMER, NEITHER PARTY, NOR CSA'S SUPPLIERS, SHALL BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, FOR LOSS OF USE, DATA, REVENUE OR PROFIT, OR FOR INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, OR FOR DAMAGES SUFFERED OR CLAIMED TO HAVE BEEN SUFFERED BY ANY THIRD PARTY INCLUDING CUSTOMERS OF CUSTOMER, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES. CSA'S MAXIMUM LIABILITY FOR ANY CLAIM FOR DAMAGES RELATING TO ITS PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT SHALL BE LIMITED: (A) WITH REGARD TO EQUIPMENT, TO THE PURCHASE PRICE OF THE EQUIPMENT; (B) WITH REGARD TO SOFTWARE, TO THE LICENSE FEE OF THE SOFTWARE; (C) WITH REGARD TO MAINTENANCE, TO AN AMOUNT EQUAL TO TWELVE (12) MONTHS OF MONTHLY MAINTENANCE CHARGES FOR THE RELATED EQUIPMENT, SOFTWARE OR SERVICES GIVING RISE TO SUCH DAMAGES; AND (D) WITH REGARD TO PROFESSIONAL SERVICES, TO THE AMOUNT PAID FOR THE PROFESSIONAL SERVICES GIVING RISE TO SUCH DAMAGES.

11.0 INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS. CSA agrees to defend Customer against and hold Customer harmless from, claims, costs (including reasonable and necessary attorney fees), damages, demands judgments and liabilities arising out the claims of third parties that a Product (but specifically excluding Third Party Software and NOLI Products) infringes such third party's United States patent, copyright or other intellectual property right and CSA agrees to pay the resulting costs, damages and attorneys' fees finally awarded, provided that Customer promptly notifies CSA in writing of the claim and fully cooperates with CSA and CSA has sole control of the defense and all related settlement negotiations. CSA's obligation under this Section is conditioned on Customer's agreement that if such Products (except Third Party Software or NOLI Products, or the use thereof), becomes, or in CSA's opinion is likely to become, the subject of such a claim, Customer shall permit CSA, at CSA's option and expense, either to procure the right for Customer to continue using the Products or to replace or modify the Products so that it becomes non-infringing, and if neither of the foregoing alternatives is available on terms which are reasonable in CSA's judgment, Customer shall return the Product upon the request of CSA. Upon such return, CSA shall refund the applicable Product purchase price paid by Customer, less depreciation deducted on a five year straight-line basis. CSA shall have no liability for any claim based upon or any damages attributable to: (i) the combination, operation or use of the Equipment or Software with equipment or software not supplied or authorized in writing by CSA; (ii) modification of the Equipment or Software; or (iii) Equipment or Software made pursuant to specifications furnished by Customer. The foregoing states the entire obligation and liability of CSA with respect to infringement of patents, copyrights or other intellectual property rights. Customer shall indemnify and hold CSA harmless from and against any liability and expense, including reasonable attorneys' fees incurred by CSA in connection with any claim that the Equipment or Software, or any part thereof, custom made pursuant to specifications furnished by Customer infringes any third party's patent, copyright or other intellectual property right.

12.0 CONFIDENTIALITY. Customer shall maintain the confidentiality of Confidential Information and shall not disclose any Confidential Information to any third party without first having obtained the written approval of CSA. Customer shall not sell, transfer, distribute, disclose or otherwise make available the Confidential Information to any third party and shall secure and protect it from disclosure and shall take such action as is necessary with its employees (including contractors and temporary help) and other persons permitted access to them to satisfy Customer's obligations hereunder. Neither party will use for any purpose, other than performing this Agreement, or disclose to any third party any trade secrets or non-public information of the other party or its affiliates including, but not limited to, marketing information and strategy, marketing models, product information, advertising and promotional copy, pricing information, financial information, customer lists, test results, and all other proprietary information, trade secrets and non-public information. The parties agree to restrict circulation of all of such information within their own organization, except to the extent necessary to perform its obligations, and in no case will any disclosure be made to any third party, unless such disclosure is requested or required in any judicial or administrative proceeding or otherwise required by law. Upon termination of this Agreement, Customer shall either (i) return all Confidential Information to CSA, including the Documentation, and all copies thereof, or (ii) at CSA sole option, certify to CSA in writing that the Confidential Information, including the Documentation, and all copies thereof, has been destroyed. CSA makes no representations as to the destruction of Customer data on returned Equipment that contain Customer data, and shall not otherwise be liable for failure to destroy such Customer data, or for the release of same. Any information on Equipment returned to CSA shall not be considered confidential or proprietary nor shall be subject to applicable agreement provisions pertaining to same. Security software/hardware on products that do not contain standard hard disk drive overwrite capability may be available for purchase. This will enable the Customer to determine the level of security required without intervention from CSA, and to complete erasing of data prior to pick-up.

13.0 NOTICES; CHANGES. Notices, requests or other communications shall be in writing and delivered by (a) United States first class mail, postage prepaid, and addressed to the other party at the address set forth on the face of this Agreement (or to such other address as such party shall have designated by proper notice), (b) personal delivery or (c) commercial overnight delivery service. Such notices will be deemed to have been given on the date when received or acceptance refused. Each party consents to service of process by certified mail at its address above (or such other address as it shall have designated by proper notice) in connection with any legal action brought by the other party. Customer authorizes CSA to fill in descriptive material in the Schedule (including serial numbers) and to correct any errors under the Agreement or Schedule. Upon reasonable notice, provided there is no material adverse effect on performance, CSA shall have the right to change design, colors, materials or specifications of Equipment when it deems necessary.

Software License Terms

14.0 SOFTWARE. In some cases CSA makes available to customers licenses of application software with or without third party support contracts. Such software shall be set forth on the Cover Sheet or Customer Agreement Addendum (the "Listed Software"). Customer is not acquiring title to or any interest in any Listed Software other than a license to use the Listed Software in conjunction with the Equipment. Listed Software is specifically set forth on the Cover Sheet and/or Customer Agreement Addendum. Software embedded in the Equipment is not specifically set forth on the Cover Sheet or Customer Agreement Addendum. If Customer is licensing software that is authored by third parties (for example, Adobe or Onyx software), Customer will enter into a license agreement directly with the licensor of such software. This is typically done during installation and registration of the software.

15.0 FIRMWARE. The license for Firmware is incidental to the operation and use of the Equipment in which it is embedded and the use thereof is limited to the Equipment in which the Firmware is embedded. Firmware support is provided as part of Maintenance. Customer must pay for Maintenance to receive support for Firmware. If Customer discontinues paying for Maintenance, Customer will not receive support, modifications, updates or enhancements for Firmware, however, Customer is permitted to use the Firmware solely with the Product(s) and "as is" with no obligation on the part of CSA with respect to such use or maintenance.

Product & Software Maintenance Terms

The following Product and Software Maintenance Terms are only applicable if Maintenance is being purchased by Customer under this Agreement.

16.0 MAINTENANCE TERMS AND CONDITIONS. Pricing and term for Maintenance purchased by Customer is set forth in the Cover Sheet and/or Customer Agreement Addendum. The following general terms and provisions apply to any and all Maintenance purchased hereunder:

- a. CSA's standard preventive Maintenance services will be provided during CSA's standard business hours (Monday through Friday, 8:30 AM to 5:00 PM local time, excluding CSA recognized holidays). The length and frequency of periods of time required for preventive maintenance are determined by CSA. Preventive Maintenance means testing, adjusting, cleaning and replacement of components scheduled in accordance with the Equipment service specifications. Maintenance performed on weekends, holidays (if available) or between 5PM and 8:30AM (at Customer's request) shall be billed at CSA's holiday rates in effect at the time of such service unless otherwise set forth in the Cover Sheet and/or Customer Agreement Addendum. Corrective Maintenance coverage will be provided as is specifically set forth in the Cover Sheet and/or Customer Agreement Addendum.
- b. Engineering changes, including safety changes, shall be performed as deemed necessary by CSA. If CSA cannot perform a safety modification through no fault of CSA, or, if Customer refuses to permit installation of a safety change or removes any component deemed by CSA as integral to maintaining the safety of the Equipment, CSA may discontinue Maintenance for all Equipment until the problem as identified by CSA is remedied by Customer.
- c. CSA warrants that all material and parts furnished pursuant to its obligations to provide Maintenance hereunder will be in good working order at the time of Installation, and CSA's obligation is limited to the repair or replacement of any material or part which does not conform to this warranty. CSA is not responsible for repairing or replacing parts, nor shall CSA be liable for providing or failing to provide Maintenance, to the extent that such repair or replacement is due to Customer's acts or omissions. All parts replaced during maintenance shall become the property of CSA. Parts used by CSA may, in CSA's sole discretion, be used, reconditioned or remanufactured in accordance with manufacturer's specifications.
- d. Customer shall: (i) provide CSA full, free and safe access to the Equipment for performance of Maintenance by CSA; (ii) allow CSA to store reasonable quantities of maintenance equipment and/or parts on Customer's premises; (iii) provide a suitable environment for the Equipment in accordance with manufacturer's environmental requirements; (iv) if applicable, report to CSA by the last calendar day of each month, the monthly usage according to the meter reading in footage or images as applicable; and (v) promptly inform CSA of any Equipment malfunctions or operating problems.
- e. Customer shall NOT interfere with the proper operation of the meter.
- f. If Customer does not report to CSA the monthly usage as required by Section 16.0(d) CSA will estimate any excess Meter Charges and payment will be due from Customer based upon such estimate.
- g. The Maintenance term shall commence upon installation of the Equipment or, if already installed, upon certification by CSA, or, at the conclusion of the Warranty period, if any.
- h. Maintenance shall be automatically renewed for successive one (1) year terms at CSA's then-current charges and under the terms and conditions herein unless either party gives the other written notice of its intent not to renew at least thirty (30) days prior to the expiration of any initial or renewal term. CSA may also notify Customer ninety (90) days in advance of the time of renewal that Maintenance for specific Products covered under this Agreement will not be renewed. Customer may terminate Maintenance in any renewal term upon thirty (30) days prior written notice. If Customer provides notice of Intent to terminate during the first thirty (30) days of Maintenance in a renewal term, Customer shall be responsible for the charges for the period of coverage up until the effective date of termination. After the first thirty (30) days of coverage in any renewal term, Customer may provide notice to terminate Maintenance subject to a termination charge equal to the monthly charges for twelve (12) months or the period of Maintenance remaining in the renewal term, whichever is less. For prepaid agreements, CSA will refund or credit the pro rata price of the remaining term less the applicable termination charge.
- i. CSA shall not be obligated hereunder to provide Maintenance or warranty services determined by CSA to be necessary due to or caused by, in whole or part: (i) failure to continually provide a suitable environment in accordance with CSA's requirements; (ii) neglect, misuse, or use of the Equipment for purposes other than for which it was designed, or failure to operate the Equipment in accordance with CSA's or manufacturer's operating instructions or within manufacturer's specifications; (iii) accident, disaster, including effects of water, wind, lightning, or transportation; terrorism, vandalism or burglary; (iv) alteration of Equipment, including any deviation from Equipment design, unless previously authorized in writing by CSA; (v) attachment(s) to the Equipment, including connection of devices not supplied by CSA, which cause the Equipment to malfunction, unless previously authorized in writing by CSA; (vi) use of improper, or inadequate use of or failure to use, supplies; (vii) the use of forms not in compliance with CSA's paper specifications; (viii) maintenance or repair services performed by Customer or a third party without written authorization from CSA; or, (x) pre or post processing Equipment disconnected from the printing system to which it was originally installed unless previously authorized in writing by CSA. If in CSA's sole opinion, Equipment has been rendered unrepairable, then CSA may refuse to render services under this Agreement and may terminate this Agreement.
- j. In the event Customer removes a Product covered by Maintenance from the Installation Site, breaches this Agreement (or any other agreement it has with CSA), or, in the event CSA declares an end of life date with respect to a Product (provided CSA has given customer no less than ninety (90) days prior written notice of such end of life date), CSA may withdraw such Product from maintenance coverage under this Agreement in which case Customer shall not be entitled to any refund for any payments made hereunder.

17.0 ORDERING OF SUPPLIES AND OTHER MATERIALS. Customer orders for supplies, Customer or field replaceable units, consumables, expendables or any other materials (a) must include a valid Customer purchase order number; (b) are shipped to Customer FOB, CSA's warehouse; and (c) are subject to a thirty percent (30%) restocking fee if accepted for return by CSA pursuant to its Material Return Authorization (MRA) procedure. If Customer requires a carrier other than CSA's preferred carrier(s), the order will be subject to a surcharge plus actual delivery charges. "Expedite/Emergency Orders" are any orders, regardless of the shipping method, that per Customer's request, must be shipped on the same day as ordered and such Expedite/Emergency Orders are subject to an expedite surcharge plus actual delivery charges. Non standard carrier and Expedite/Emergency Order surcharges are subject to change without notice. Claims for shortages, damages in transit or lost shipments, as well as invoice discrepancies must be made within thirty (30) days of receipt or invoice date (whichever is applicable). Customer agrees that it is purchasing only toner/developer and that the bottles are and will remain the property of CSA. Moreover, empty toner bottles for certain models are recycled by CSA in accordance with its environmentally friendly practices. Accordingly, Customer agrees to return to CSA those empty toner bottles for those certain models that are shipped to Customer with pre-paid return labels using such pre-paid labels. IN THE EVENT CSA DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER HAS ORDERED CONSUMABLES BEYOND ITS REASONABLE REQUIREMENTS BASED ON INDUSTRY ACCEPTED CLICK VOLUME MEASUREMENTS, CSA MAY, IN ITS SOLE DISCRETION, UPON REASONABLE DEMONSTRATION OF SUCH EXCESS USE TO CUSTOMER, BILL CUSTOMER THE LIST PRICE OF THE EXCESS CONSUMABLES.

18.0 MAINTENANCE SERVICE CHARGES. For the period covering the Effective Date to the date that monthly billing commences for the first Minimum Maintenance Payment set forth on the Cover Sheet ("Interim Period"), Customer shall pay CSA an amount equal to the Minimum Maintenance Payment divided by 30 and multiplied by the number of days in the Interim Period. Such amount shall be due and payable on the tenth day following the date that monthly billing commences. CSA shall invoice the Minimum Maintenance Payment in advance and shall invoice the Excess Meter Charges and other usage fees ("Maintenance Service Charges") periodically as indicated on the Cover Sheet. If applicable, Customer provide meter readings by the last calendar day of each month the monthly usage by a CSA approved method. Should such meter readings not be provided in a timely fashion, Excess Meter Charges may be estimated by CSA. Except for wide format products, when supplies are included in the Minimum Maintenance Payment, Customer is entitled to the amount of toner which, on average, covers six percent (6%) of the media unless another coverage rate is specified in an applicable program or document. Notwithstanding any other provision herein and in addition to Maintenance Service charges, CSA may assess a fuel surcharge ("Fuel Surcharge") to offset increases in fuel expenses. The Equipment may contain software that allows CSA to access the Equipment remotely ("Remote Software"). In such cases, Customer authorizes CSA to use the Remote Software to (a) receive software updates and transmit use and service data accumulated by the Equipment over Customer's network by means of an HTTPS protocol and (b) store and analyze such data solely for CSA's own purposes related to servicing the Equipment and for product improvement. Customer hereby requests that CSA enable the Remote Software on the Equipment listed on the Cover Sheet and/or Customer Agreement Addendum.

19.0 EXCLUSIONS. The following are not within the scope of Maintenance Service or warranty: (i) provision and installation of optional retrofits; (ii) enhancement of any feature of the Product(s); (iii) services connected with Product(s) relocation; (iv) installation/removal of accessories, attachments, or other devices; (v) exterior painting or refinishing of Product(s); (vi) maintenance, installation, or removal of Product(s) or devices not provided by CSA; (vii) performance of normal operator functions as described in applicable CSA operator manual(s), including, but not limited to, loading of toner and/or paper; (viii) performance of services necessitated by accident, negligence, temperature, inadequate ventilation, power failure, improper electrical power, unauthorized alteration of Product(s), tampering, service by other than CSA, causes other than ordinary use, improper supplies or accessories, interconnect of Product(s) by electrical or electronic, or mechanical means, with incompatible Product(s), or failure to use CSA operating system software; (ix) performance of services necessitated by the introduction of a computer virus or other bug into the Product(s); (x) repair or replacement of Expendable Items listed in Common Terms, Section 9 above; and (xi) performance of service necessitated by any modification, alteration or any other change whatsoever of Customer's computer system into which the Product(s) is integrated or otherwise connected. Maintenance provided by CSA to resolve an exclusion set forth under this paragraph shall be billed at CSA's (i) then published hourly service rates and minimum charges for service time, including travel and waiting time; (ii) parts and material prices then in effect; and (iii) charges for shipping and travel expenses.

20.0 CUSTOMER RESPONSIBILITIES. Customer agrees: (a) not to use paper, recycled paper, parts, photoconductors, toner, or other supplies which will cause a need for excessive service and (b) that replaced parts are the property of CSA.

21.0 SOFTWARE SUPPORT.

The following terms are applicable only if Software Support is made available to Customer through Customer's purchase of "Incidents":

- (i) For certain Equipment, Software Support is provided on a "per Incident" basis. An "Incident" is defined as a question related to a specific issue with regard to the maintained Software that can be resolved telephonically by isolating its origin to a single cause.
 - (ii) Incidents may be purchased individually or in quantities as in accordance with CSA's policy. Any such Incidents purchased by Customer are set forth on the Customer Agreement Addendum. An Incident will be considered "used" when CSA: (1) corrects the problem; (2) creates a reasonable work-around; (3) provides information in response to a Customer question; or (4) isolates the cause of the support issue to product provided by a party other than CSA. An Incident will not be considered "used" if the problem results from a defect in maintained Software for which no Software patch or workaround is then available from CSA. Issues that CSA determines cannot reasonably be resolved as Incidents may be escalated, with the consent of Customer, to a CSA Software Engineer or scheduled for on-site support at CSA's then-current consulting rates. **CSA DOES NOT REPRESENT OR WARRANT THAT ALL SOFTWARE ISSUES CAN OR WILL BE RESOLVED AS INCIDENTS.** Incidents purchases are non-transferable and non-refundable. Incidents not used by Customer shall expire at the end of the Maintenance Service Initial Term or the applicable Maintenance Service Renewal Term. At the start of each Maintenance Service Renewal Term, Customer shall receive the same number of Incidents purchased during the Maintenance Service Initial Term unless Customer purchases additional Incidents in accordance with CSA's then-current policy.
 - (iii) CSA will provide Software Support through the use of Incidents to those Customer employees who have been issued an ID code providing email/telephone access to the CSA Software Support Center. Customer shall be responsible for controlling ID code access and for any unauthorized use of ID codes. ID codes are non-transferable.
 - (iv) An overview of the total number of Incidents purchased, number used and number remaining available for use are available by contacting the Software Support Center with access provided using the Customer's ID code.
 - (v) Software Support does not include: (1) training; (2) maintenance materials; (3) on-site support; (4) on-site implementation, installation or integration support; (5) re-installation of Software on computer equipment supplied by CSA after modification of such computer equipment by Customer (such as installation of memory, disk, interface boards, other software, etc.); (6) re-installation or re-initialization of Software after changes in a networking system or alteration of the parameters of Customer's current networking system; or (7) support or service required because of the upgrade of any software not licensed by CSA, such as operating system or utilities software, even if running on computer equipment supplied by CSA. CSA may make these services available at CSA's then-current consulting rates. CSA reserves the right to decline to perform such services.
- c. It is the responsibility of Customer to make and maintain adequate backups of data and configuration of Software. CSA shall not be liable for any losses (of data or productivity or of any other kind) resulting from rebuilding or reconfiguring Software to the original, factory configuration. Reloading, rebuilding and reconfiguring of server software may, at CSA's sole discretion, be chargeable at CSA's then published hourly Professional Services rates with minimum charges for service time, including travel and on-site wait time.

22.0 LICENSE FEE. The license for the various Software products listed herein is covered by a one time license fee for these products. In order to receive updates, fixes and enhancements (maintenance) for the Software products, Customer must continue to pay the maintenance fee which is identified on the face of the Customer Agreement next to the Software as "Service Charge". If Customer discontinues paying the maintenance fee, Customer will not receive maintenance, however, Customer is permitted to use the Software solely with the Product(s) and "as is" with no obligation on the part of CSA with respect to such use or maintenance, subject to the terms and conditions herein including those restricting the assignability of Software. With respect to third party software, CSA is a reseller of such software. Customer's license for such third party software is granted from the third party software provider and the terms of the license agreement that comes with that software must be referenced for updates, fixes and enhancements.

Professional Services Terms

23.0 All Professional Services provided hereunder shall be set forth on the Customer Agreement Addendum. A statement of work ("Statement of Work") shall be signed by Customer prior to commencement of any Professional Services. The Statement of Work shall include the completion date (if applicable), total cost, a description of the work to be performed, acceptance criteria (if applicable) and maintenance charges (if applicable). All work product created under a Professional Services statement of work and all ideas, improvements, know-how, discoveries, and techniques including without limitation, computer programs, routines and code, developed in connection with Professional Services shall be owned by CSA. CSA grants to Customer a personal, non-exclusive, non-transferable royalty-free limited license to use such work product in the United States solely for internal use and solely in conjunction with the Equipment identified in the Customer Agreement Addendum.

Educational Services Terms

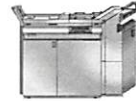
24.0 All Educational Services shall be set forth on the Customer Agreement Addendum. The following terms are only applicable if Educational Services are purchased and apply to any and all Educational Services purchased hereunder:

- a. Educational Services are offered to Customer by CSA in the form of training sessions and are provided during CSA's standard business hours (Monday through Friday excluding CSA recognized holidays - 8:00 AM to 5:00 PM local time) unless Customer purchases after hour on-site training at additional cost. Training may take place at an CSA central training facility or at Customer's site as determined by CSA and Customer. Each training session is a one-time event or a one-time visit. Customers are charged separately for each training session. The composition and duration of each training session is determined solely at CSA's discretion.

- b. Unless otherwise set forth in a writing signed by both parties, standard CSA published rates apply. CSA published rates are subject to change without notice. Customer is responsible for Customer's travel and lodging expenses. CSA will bill Customer, and Customer agrees to pay, CSA's reasonable travel, hotel and other reasonable expenses in connection with Customer on-site training sessions.
- c. Training materials for each training session are provided to Customer and/or Customer's registrants as set forth under CSA's then current policy. Such training materials are CSA Confidential Information.
- d. Unless otherwise agreed in writing, Educational Services must be completed within sixty (60) days after the date of Installation. In the event Educational Services are not completed within this time period and provided the delay is not due to CSA, Customer's Educational Services shall automatically terminate with no further obligation on the part of CSA, in which case Customer shall not be entitled to a refund. Monies paid towards a training session in connection with a specific model of Equipment or software is not transferrable to any other model of Equipment or software and may not be used by Customer to pay for any other Equipment, Maintenance, Professional Services or training offering.
- e. Cancellation. (i) CSA may cancel an on-site training session by providing notice to Customer no less than five (5) business days prior to the scheduled date of training. If a training session is cancelled by CSA and CSA and Customer do not agree to reschedule such session, upon request of Customer, CSA will refund the purchase price for the cancelled training session. CSA is not responsible for any expenses incurred by Customer or Customer's registrant in connection with such cancellation. (ii) CSA may reschedule a training session by providing notice to Customer no less than five (5) business days prior to the scheduled date of training. CSA is not responsible for any expenses incurred by Customer or Customer's registrant in connection with such rescheduling. (iii) Upon written notice to CSA received no less than five business days prior to the date of a scheduled training session, Customer may cancel such training session and receive a full refund of Customer's purchase price for such training session; or, Customer may reschedule such training session at a mutually agreeable time and place. If CSA and Customer do not agree on dates and location for a rescheduled session, upon request of Customer, CSA will refund the purchase price for the cancelled training session. In the event that CSA has incurred any non-refundable costs or expenses, such as travel, lodging and related expenses, in anticipation of such training session, Customer shall reimburse CSA for such costs and expenses. (iv) Monies received for a training session, the cancellation notice of which is received by CSA within five business days of the scheduled date for such training session, are not refundable. However, CSA may, within its sole discretion, apply such monies to a rescheduled training session. In any event, to the extent CSA has incurred any non-refundable costs or expenses, such as travel, lodging and related expenses, in anticipation of such training session, Customer shall reimburse CSA for such costs and expenses. (v) CSA is not obligated to refund any monies paid for registrants not attending any scheduled training session.

Miscellaneous

25.0 This Agreement shall constitute the entire agreement between Customer and CSA with respect to product(s), services and software. Any variance from or additions to the terms and conditions of this Customer Agreement, or any amendments, schedules or addenda, in any purchase order or other written notification from Customer will be of no effect. This Agreement may not be assigned by Customer without the written consent of CSA and shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, permitted successors and assigns. Customer may deliver the signed Agreement to CSA by facsimile or electronic transmission. By delivering the Customer signed Agreement to CSA by facsimile or electronic transmission, Customer intends and agrees that such facsimile or electronic transmission shall constitute an original of the Agreement, shall be legally binding on Customer as if the Agreement were manually signed by Customer and personally delivered to CSA, shall be the best evidence of the Customer's agreement and shall be admissible in any legal proceeding. CSA shall have no duty or obligation whatsoever to verify or inquire as to the validity, execution, signer's authority, or any other matter concerning the propriety of the facsimile or electronic transmission. No amendment hereunder shall be effective unless in writing, signed by the parties hereto and no waiver shall be effective unless in writing, signed by the party to be charged. Any provision of this Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof. Except for obligations of payment, neither CSA nor Customer shall be liable for nonperformance caused by circumstances beyond their control, during the time such circumstances exist including, but not limited to, work stoppages, floods, and Acts of God. Customer agrees that CSA may use Customer's name and/or logo in connection with press releases, marketing literature, advertising and other public announcements or publicity materials concerning the Products acquired by Customer from CSA. CSA does not acquire any ownership interest in any Customer trademarks. CSA shall properly attribute ownership of Customer's trademarks to Customer. The captions in this Agreement are for convenience only and shall not define or limit any of the terms hereof. This Agreement is the result of negotiation between the parties and, accordingly, shall not be construed for or against either party regardless of which party drafted this Agreement or any portion thereof. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CHOICE OF LAW RULES. Each party expressly and irrevocably agrees: (a) that any and all legal disputes whatsoever concerning this Customer Agreement and any amendments, schedules or addenda entered into hereunder, must be brought in the State or Federal courts located in New York, New York and that such courts shall have the exclusive jurisdiction and authority to resolve such disputes; (b) to submit to the jurisdiction of the State and Federal courts located in New York, New York, for purposes of resolving legal disputes concerning this Agreement and any Schedules entered into hereunder, and to waive any and all objections to personal jurisdiction and/or to venue; and (c) to waive any right to trial by jury in legal disputes concerning this Agreement and any amendments, schedules or addenda entered into hereunder.



Site Information

Customer Name: TOWN OF ORANGETOWN

Department: Building Dept Floor: 1 Room/Suite: _____

Address: 26 W ORANGEBURG RD

City: ORANGEBURG State: NY Zip: 10962-1706

Contact Name:(1) JANE SLAVIN Phone: 845-359-8410 Ext: _____

Contact Name:(2) _____ Phone: _____ Ext: _____

Region: Branch: EASTERN NY Service Zone: 1

Inspection Date: 02/12/2018 Requested Install Date: 02/28/2018

Priority Message: _____

Other Comments: _____

Delivery Requirements

Is a loading dock available? Yes No Delivery hours? _____ to _____

If yes, what is the dock height? 0 Is the customer site tractor/trailer accessible? Yes No

Please note: a tractor/trailer can be 48' to 53' in length plus the cab

If not, list building entrance dimensions (list dimensions in inches) : Height: 84 Width: 35

Door Width: 35 Corridor Width: 36 Step Width: 0

of steps (outside): 0 # of steps (inside): 0

Stair Crawler Required? Yes No Number of floors: 0

Will an elevator be used? Yes No Elevator hours? _____ to _____

Elevator appointment required? Yes No If yes, contact name & phone: _____

Elevator Dimensions (in inches): Width: 0 Depth: 0 Load Capacity: 0

Elevator Door Opening (in inches): Height: 0 Width: 0

Customer to move fixed obstructions prior to installation unless special arrangements are made. Yes No

If "No", list specifics, contact and phone number: _____

Will floor protections be required: Yes No

Has the floor condition been confirmed satisfactory by the customer? Yes No

Current Equipment

REPLACEMENT EQUIPMENT

Make: _____ Model: _____ Serial Number: _____

To Be Removed By: _____

Special Instructions: _____

* If existing equipment is to be removed by CSA, additional labor will be invoiced at current published service rates.

Additional Delivery Requirements

Is a power lift on the truck required:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Will metal plates be required for some areas?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is a forklift available at the customer site? *	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are pallet jacks available at the customer site? Two short ones (4 feet) Plus one Long one (6 feet) if possible	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
Delivery Notes: Due to the dimensions and weight of this machine, a stair crawler cannot be used. Is a crane required for delivery of equipment?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If a crane is required, is access sufficient (for example, a window)?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Key Operator Training

Key Operator(s) will be trained upon completion of install: (To be determined)			
Key Operator	Name: JANE SLAVIN	Phone/Ext: (845)359-8410	
Key Operator	Name:	Phone/Ext:	
Date and Time:	Prime Shift	Second Shift	Third Shift
Field Engineer:			
No. of Students:			

Shipping Information

Weights (in lbs.) and Dimensions (crated in inches):			
Pallet QP5 LWxH	Crated 829 lbs CW700 746 lbs CW500	Uncrated 774lbsCW700 691lbsCW500	
Pallet QP3 Dimensions (LxWxH)	759 lbs	774lbsCW700 691lbsCW500	(9 separate boxes of varying weight and size all contained on one pallet and banded as a unit)
QP3	90 X 36 X 49		
Pallet QP4 Dimensions (LxWxH)	110 lbs		
QP4	84 X 34 X 49		(media drawers)

Environmental Considerations/Conditions


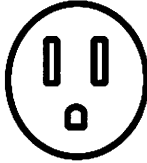
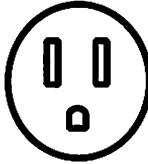
It is important that the ColorWave 500/700 product be installed in a room with appropriate dimensions. (See the space diagram). Should the room not meet the minimum space requirements, the installation will have to be authorized by the Region Sales Manager and the Region Service Manager

Operating temperature (T) and relative humidity (RH)

	Temperature	Humidity	
	°C	°F	%
Recommended	15-30	59-86	30-80 with no condensation
Room Volume and Ventilation:			
Printers = (15 m3/hr)			
Minimal room volume 530ft ³			
Minimal room ventilation 441 ft ³ /hour (natural ventilation)			

Electrical Requirements

Customer is responsible for providing the electrical requirements listed below prior to the machine installation. Electrical receptacles (as shown below) are required.

<input type="checkbox"/> 115 Volt	<input type="checkbox"/> 15 Amps for printer	NEMA-5-15R for Printer 	NEMA-5-15R for Take Up Unit Or CDT 	NEMA-5-15R for Estefold 
<input type="checkbox"/> 3 Wire Ground	<input type="checkbox"/> 15 Amps for Take Up			
<input type="checkbox"/> 15 Amps for CDT	<input type="checkbox"/> 15 Amps for folder			
<input type="checkbox"/> Electrical Supply must be a dedicated line				

The electrical service will be available on:

System Electrical Supply

Component	Freq.	Voltage	
Take Up Unit	60 Hz	115 V +/- 10%	
Printer	60 Hz	115 V +/- 10%	
Folder	60 Hz	115 V +/- 10%	
CDT	60 Hz	115 V +/- 10%	

Power consumption

	Printer	Take-Up	Scanner
Active :	450W	50W	110W
Standby/Off :	6W		20W
Ready:	280W		

Space Requirements

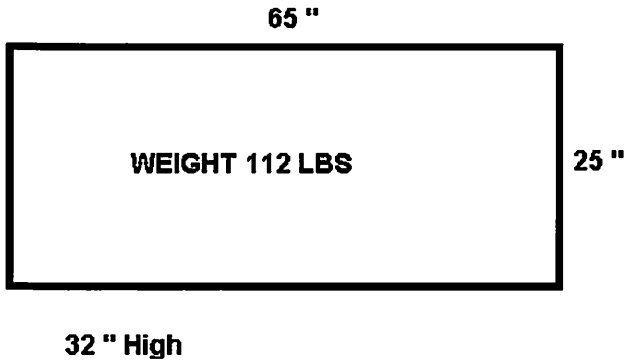
A minimum floor space of 83"x 50" is required for ColorWave 500/700 printer

The working area needs to be 122" x 89" for a printer only

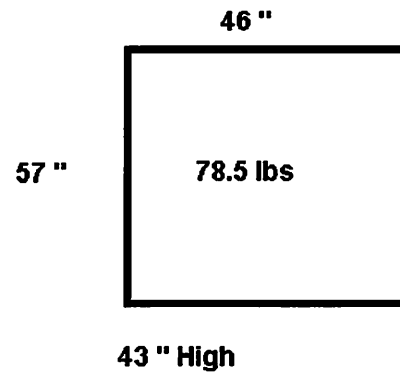
The working area needs to be 122" x 153" for a printer/ TUM / CDT/ Folder

The ColorWave 500/700 should not be placed near a water boiler; humidifier or subject to ammonia fumes or direct sunlight. Do not place on a heavy wool or shag carpet. This could allow something to enter the printer and cause a fire

Take Up Module

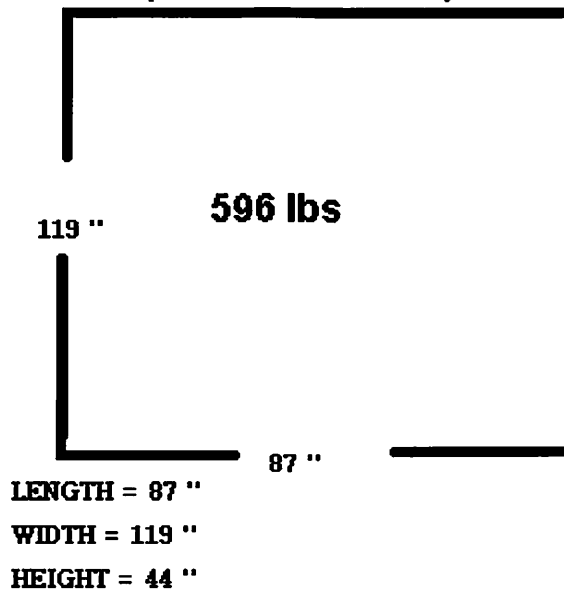


Copy Delivery Tray



EsteFolder 4312

(for further details - separate Estefold Site Surveys are on the Intranet)



Environmental Requirements

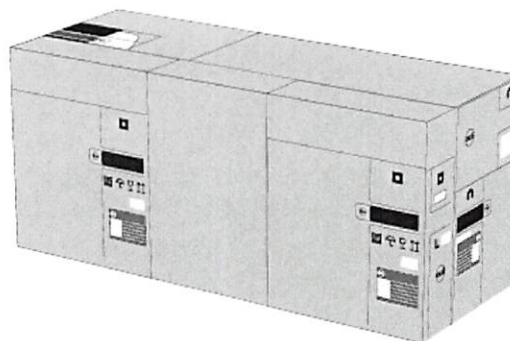
ATTENTION

The Upper Unit is the largest box and *must* be able to move from the truck (A) to the final install area (B).
 If the Upper Unit can fit, then all the other components will fit.
 If the Upper Unit *cannot* travel along the path from (A) to (B), because it won't fit in a hallway, stairway or on an elevator (can be stood on end), then the printer cannot be installed.

Standard Installation (pre-installed)



Non-Standard Installation (field installed)



Logistical Flow at Customer

How is the logistical flow of the printer from truck to print room?
 A) Can the system roll from truck to print room?

If Yes = Standard Installation
 If No because the track is too long or there are small obstacles:
 continue with B)
 If No = Non-Standard Installation
 Dimensions of the printing system are:
 L: 2100mm (83")
 W: 700mm (27.5")
 H: 1400mm (55")

How is the logistical flow of the printer from truck to print room?
 B) Can the system on a pallet be transported by a pallet truck from truck to print room?

If Yes = Standard Installation
 If No = Non-Standard Installation
 Dimensions of the printing system are:
 L: 2270mm (89.5")
 W: 900mm (35.5")
 H: 1600mm (63")

Power Plug and Ethernet Connection

Power plugs less than 13.12 ft (4 m) from / to the printer. The position of the Power cable connection is: at the backside of the printer at the left-hand side.

Customer takes care of Ethernet cable.
 The position of the Ethernet connection is: at the backside of the printer at the right-hand side

Supplies

Available Toner Pearls CW 500/700

	CW700	CW500
Black	1070036653 pck, Black Toner	1070038734 pck, Black Toner
Magenta	1070036652 pck, Magenta Toner	1070038733 pck, Magenta Toner
Cyan	1070036651 pck, Cyan Toner	1070038732 pck, Cyan Toner
Yellow	1070036650 pck, Yellow Toner	1070038731 pck, Yellow Toner

Field Service Information

District Service Manager		
Service Area		
Office Address		
Telephone Number		
FAX Number		
Installation Technician	Damiani, Ryan	
Primary Technician	Damiani, Ryan	
Back-up Technician	Damiani, Ryan	
Salesperson		Phone:
Sales Order Number:		Is this a trial <input type="checkbox"/>
If a Trial how long (weeks/months)		Contract Approved <input type="checkbox"/>

Delivery Information

Carrier:	
Anticipated Delivery Date:	
Target Installation Date at Site:	
Target Installation Date On-line:	

Site Survey - Acceptance Signatures

Customer	Date
CSA	Date
Service Manager	Date

Please return completed form to your Branch Administrator
 Notify your Region Administrator and Bus Ops if any changes occur prior to installation date.

Return to:
 Canon Solutions America
 Attn: Business Operations
 425 N. Martingale Rd., Schaumburg, Illinois 60173
 LFS_Orders@csa.canon.com
 SASG_Orders@csa.canon.com

SENIOR CLERK-TYPIST (C)

P.O. 27

ROCKLAND COUNTY PERSONNEL OFFICE JOB CLASSIFICATION QUESTIONNAIRE

County, Town, Village or School District Town of Orangetown	Department Police Department	Position Title (if established) Senior Clerk Typist
This position requires: 35Hours work per week	12Months work per year	Rate of Pay \$ 45733per year
Persons Supervising this position		
NAME	TITLE	(Direct, Occasional, General) TYPE OF SUPERVISION
Anthony Palazolo	Sergeant	Direct
Christine Banta	Records Info. Clerk Typist	Direct
Persons Supervised by Employee in this position		
NAME	TITLE	TYPE OF SUPERVISION
Persons doing substantially the same kind and level of work		
NAME	TITLE	LOCATION OF POSITION
PERCENT OF WORK TIME	DESCRIPTION OF DUTIES: Describe the work in sufficient detail to give a clear work picture of the job. Use a separate paragraph for each kind of work and describe the more important or time-consuming duties first. In the left column, estimate how the total working time is divided.	
25%	Enters data in computer from accident and incident reports and types and composes letters requesting information;	
25%	Answers moderately difficult questions and assists the public with requests for copies of reports and FOIL requests;	
20%	Processes data which requires knowledge of somewhat difficult procedures;	
10%	Makes telephone calls and obtains some complex information;	
10%	Summarizes daily activity and compiles reports from information gathered in computer;	
5%	Files correspondence related to clerical processing work;	
5%	Operates all office machines such as; computer, fax machine, scanner, and copier;	

The above statements are accurate and complete

Signature: John A. Maddison

Date: 7/23/2018

Attach a separate sheet, if more space is needed.

TO BE COMPLETED BY THE APPOINTING OFFICER

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

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

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

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

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

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

Education: High school.....years.
 College.....years, with specialization in.....
 Other.....years, with specialization in.....

Experience: (List amount and type)

Essential knowledges, skills and abilities:

Type of license or certificate required:

COMMENTS:

Signature of appointing officer:

Signature: *John A. Morrison* Date: *7/23/2016*

CERTIFICATE OF PERSONNEL OFFICE

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

SENIOR CLERK-TYPIST (COMPETITIVE)

Signature: *Jennifer Wette* Date: *11/9/18*

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

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

Signature:..... Date:.....

Group 40500-22904, VEHICLES, Class 3-8

Mini-Bid Response Evaluation and Award Instructions

This Excel workbook provides Authorized Users with Contractor responses that were received for a Class 3-8 Vehicles Mini-Bid conducted via the Vehicle Marketplace at <http://vehicles.nyspro.ogs.ny.gov>. The Authorized User is responsible for evaluation and award of the Mini-Bid. Reserved rights of the Authorized User regarding Mini-Bids are listed below. At a minimum, please follow the steps below when evaluating and awarding a Mini-Bid:

- 1 Review the Mini-Bid responses located on the "Summary" worksheet. This worksheet is a summary of the "Response Summary" worksheets from each responding Contractor's "Form B (Class 3-8): *Mini-Bid Response*," and also includes any "Late Bid" and "No Bid" responses that were received.
- 2 Review the "Response Summary" worksheets included in this workbook. These worksheets are a copy of the "Response Summary" worksheets from each responding Contractor's "Form B (Class 3-8): *Mini-Bid Response*," and provide more detail about the Contractor's response. Include the following in your review:
 - A. The Mini-Bid Request Number entered by the Contractor in Part A, Question 1.0, matches the Mini-Bid Request Number for your Mini-Bid.
 - B. The Contractor Reponse to Question 1.1 on the "Response Summary" worksheet, "Number of Items included in this Mini-Bid," matches the number of Items that were included in the Mini-Bid.

Note: In order to submit a responsive Mini-Bid response, all requested information for all Items included in the Mini-Bid should be entered on the applicable "Item" worksheet (see step 3 below). If "Enter Pricing" appears in the "Grand Total Evaluation Price for Mini-Bid" cell (Cell S39), that indicates that all required pricing information has not been entered by the Contractor on the applicable "Item" worksheet. Failure to enter all required pricing information for an Item shall deem the Mini-Bid response for that Item non-responsive and shall result in the rejection of the Mini-Bid response for the Mini-Bid.

- 3 Review the detailed responses received from each Contractor to determine if any clarifications or disqualifications are necessary. These detailed responses were attached to the email from the Vehicle Marketplace team that this workbook was attached to, and have the following naming convention: Award#-Mini-Bid#-Contract# (e.g., 22904-T15120001-PC12345). There should be a detailed response workbook from each Contractor that is listed on the "Summary" worksheet of this workbook. *Include the following in your review:*
 - A. The Contractor completed an "Item" worksheet, with all required information, for each Item included in the Mini-Bid.
 - B. The Contractor answer on each applicable "Item" worksheet to Part A, Question 2.0, corresponds to the Vehicle Type that was requested in the Mini-Bid (i.e., Chassis Only, Body Only, Complete Vehicle).
 - C. The Contractor answered "Yes" to Part A, Question 4.0, "Can the Vehicles offered for the Mini-Bid be delivered by the delivery date specified?" Per the instructions on Form B, a Mini-Bid response may be deemed non-responsive and be rejected if the Vehicles cannot be delivered by the delivery date specified.

*Note: A delivery date that is later than the delivery date specified in the Mini-Bid may be considered only if (1) none of the responding Contractors can meet the delivery date specified in the Mini-Bid, and (2) it was indicated on the Form A (Class 3-8): *Mini-Bid Request for this Mini-Bid*, that "if none of the Contractors responding to the Mini-Bid can meet the delivery date specified," the Authorized User will "consider offers from Contractors that can provide the requested Vehicles at a later date."*

- D. The summary description of the vehicle(s) offered for the Mini-Bid that the Contractor entered in "Part B: Vehicle(s) Offered for Mini-Bid" appears to meet the specifications of the Mini-Bid.
- E. Any additional information entered by the Contractor in "Part C: Additional Information" does not either disqualify the Mini-Bid response or provide information that should result in a non-award and reissue of the Mini-Bid.
- F. "Part D: Vehicle Request Price Worksheets" has been completed with no apparent errors, with information entered in all yellow-colored cells in the Chassis Price Worksheet," and "Body Price Worksheet," as applicable, and delivery information entered in the "Delivery Charge Worksheet" section for all requested Vehicles and delivery locations.

Note: In accordance with the "Definitions and Instructions" in this section, "a Contractor may include a Delivery Charge that is less than the Delivery Allowance in the bid submitted for the Mini-Bid. A bid that includes a Delivery Charge that exceeds the Delivery Allowance shall be rejected." Refer to the Delivery Allowance Schedule (DAS) on the "Instructions and Charts" worksheet for the maximum dollar amount that shall be paid for delivery of a Vehicle from the Delivery Origin to the applicable Region delivered to

G. If "No Bid" responses have been submitted by Contractors, review the reason(s) for the "No Bid," and determine if the reason should result in a non-award and reissue of the Mini-Bid.

- 4 Request clarification, if necessary, from the Contractors. Contact information is located in Part A of the "Response Summary" worksheets. Review responses and determine if the clarifications should result in either the disqualification of a Mini-Bid response, or a change in the information entered in by the Contractor in the Mini-Bid response. A change to pricing information entered on the "Item" worksheets will result in a change to the Contractor's "Total Evaluation Price for Item" for the applicable Item and may alter the ranking of the bids included on the "Summary" worksheet of this workbook (*Note: The "Summary" worksheet will not automatically update*).
- 5 At a minimum, request a Build Sheet and the most recently published OEM Pricelist, (available for Chassis only), and Contractor-Published Pricelist, as applicable, for each Chassis and Body offered from the responsive Contractor with the apparent low bid. An Authorized User may request these documents from any or all Contractors that responded to the Mini-Bid.

"Build Sheet" shall refer to the document which lists, at a minimum, (1) The Make, Model and Model Code of the Chassis and/or Body; and (2) An itemized list of all standard equipment, Options and Aftermarket Components included in the Chassis and/or Body.

"Contractor-Published Pricelist" shall refer to the electronic, (i.e., in Excel or PDF format), document(s) issued by the Contractor which lists, among other things, an item number, description and MSRP for the Contractor's complete Product Line.

"OEM Pricelist" shall refer to the nationally published or internal document(s) issued by the Chassis or Body manufacturer which lists, among other things, an Option Code, description and MSRP for the OEM's Product Line.

- 6 Review the Build Sheet(s) to determine if the Vehicle(s) that the Contractor(s) offered for the Mini-Bid meet the Authorized User Specifications that were included in the Mini-Bid.
- 7 Determine the awardee of the Mini-Bid. The only OGS approved method of award is "Lowest price to a single contractor that can meet the specified delivery date, and supply the total number of Chassis and Bodies requested."
- 8 Send notification of award/partial award or non-award, or that it was determined that an award will not be made, to all Contractors who responded to the Mini-Bid. Sample letters may be downloaded from Authorized Buyer section of the Vehicle Marketplace website at <https://vehicles.nyspro.ogs.ny.gov/content/vehicle-buyer-information>.
- 9 If an award was made, issue a Purchase Order to the awarded Contractor, using your standard procedures.
- 10 Download Form C (Class 3-8): *Mini-Bid Report of Use* from Authorized Buyer section of the Vehicle Marketplace website at <https://vehicles.nyspro.ogs.ny.gov/content/vehicle-buyer-information>, and follow the directions on that form for completion and submittal to OGS Procurement Services.

Authorized User Procurement Rights.

Authorized Users hereby reserve the right in a Mini-Bid to:

- 1 Reject any or all responses received in response to the Mini-Bid;
- 2 Withdraw the Mini-Bid at any time, at the Agency's sole discretion;
- 3 Make an award under the Mini-Bid in whole or in part;
- 4 Disqualify any Contractor submitting a response whose conduct and/or proposal fails to conform to the requirements of the Mini-Bid;
- 5 Seek clarifications and revisions of Mini-Bid responses;
- 6 Prior to the Mini-Bid response submittal deadline, amend the solicitation specifications to correct errors or oversights, or to supply additional information, as it becomes available;
- 7 Prior to the Mini-Bid response submittal deadline, direct Contractors to submit modifications addressing subsequent Mini-Bid amendments;
- 8 Change any of the schedule dates with notification through the Vehicle Marketplace and via email distribution to all Contractors;
- 9 Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective Contractors;
- 10 Waive any requirements that are not material;
- 11 Utilize any and all ideas submitted in the Mini-Bid responses received;
- 12 Adopt all or any part of a Contractor's Mini-Bid response in selecting the optimum configuration;
- 13 Negotiate with the Contractor responding to the Mini-Bid within the Mini-Bid requirements to serve the best interests of the State. This includes requesting clarifications of any or all Contractor's Mini-Bid responses;
- 14 Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Contractor's Mini-Bid response and/or to determine a Contractor's compliance with the requirements of the Mini-Bid;
- 15 Select and award the Mini-Bid to other than the selected Contractor in the event of unsuccessful negotiations (e.g., if it is determined at the pre-production meeting that the Authorized User Specifications shall need significant adjustments to meet their Vehicle needs), or, optionally, in other specified circumstances as detailed in the Mini-Bid requirements; and
- 16 Use information obtained through site visits, management interviews, and the state's investigation of a Contractor's qualifications, experience, ability or financial standing, and any material or information submitted by the Contractor in response to the agency's request for clarifying information in the course of evaluation and/or selection under the Mini-Bid.

Group 40500-22904, VEHICLES, Class 3-8; Mini-Bid Response Opening Results

Mini-Bid Number: T18080022

Bidder (#)	Mini-Bid #	Contractor	Contract #	Grand Total Evaluation Price for Mini-Bid
Response Summary	T18080022	Van Bortel Ford, Inc.	PC67290	\$65,509.62
Response Summary (2)	T18080022	Carmody Ford Inc	PC67991	\$66,823.20

Late Bid (#)	Mini-Bid #	Contractor	Contract #	Date/Time Bid Arrived
None				

No Bid (#)	Mini-Bid #	Contractor	Contract #	Reason for No Bid
None				

Group 40500-22904, VEHICLES, Class 3-8

Form B (Class 3-8): Mini-Bid Response (Response Summary)

See the "Instructions and Charts" worksheet for general form instructions, Delivery Region Chart and Delivery Allowance Schedule. Cells below will be black-colored until Question 1.0 and 1.1 are answered. Complete all yellow-colored cells. Failure to enter a response in a yellow-colored cell may result in the Mini-Bid Response being deemed non-responsive and in the disqualification of the Mini-Bid response.

Part A: Mini-Bid and Contractor Information

Q#	Question	Contractor Response
1.0	Mini-Bid Request Number from Form A (Class 3-8): Mini-Bid Request (e.g. T15060001)	T18080022
1.1	Number of Items included in this Mini-Bid (see Form A (Class 3-8): Mini-Bid Request for number of Items, click on yellow cell and use drop-down menu)	1
2.0	Business Information	
2.1	Full Legal Business Name, including DBA if applicable	Van Bortel Ford, Inc.
2.1	State Contract Number (e.g., PC12345)	PC67290
2.3	Federal Employer Identification Number / FEIN (e.g. 14-1234567)	16-1609363
2.4	NYS Vendor ID Number (e.g., 1000012345)	1000008473
3.0	Primary Contact Information	
3.1	Contact Name	Josh Relyea
3.2	Contact Email	jrelyea@vanbortelford.com
3.3	Contact Phone (1)	585-586-7705
3.4	Contact Phone (2)	
4.0	Secondary Contact Information	
4.1	Contact Name	Maria Opaczewski
4.2	Contact Email	fleet@vanbortelford.com
4.3	Contact Phone (1)	585-586-7705
4.4	Contact Phone (2)	

Part B: Mini-Bid Response Summary

Part B: *Mini-Bid Response Summary* shall be automatically populated, based on Contractor input on the "Item" worksheets. Cells in each Item Row will be black-colored until a number of Items is indicated in Question 1.1 above. After a number of Items is selected, the corresponding Rows will be unhidden. IF "Enter Pricing" appears in a Row for an Item, that indicates that the pricing for that Vehicle (Chassis, Body, and/or Delivery Charge) on the applicable "Item" worksheet has not been completed by the Contractor. In order to submit a responsive Mini-Bid response, all requested information for all Items included in the Mini-Bid should be entered on the applicable "Item" worksheet.

If "Enter Pricing" appears in the "Grand Total Evaluation Price for Mini-Bid" cell (Cell S39), that indicates that all required pricing information has not been entered by the Contractor on the applicable "Item" worksheet. **Failure to enter all required pricing information for an Item shall deem the Mini-Bid response for that Item non-responsive and shall result in the rejection of the Mini-Bid response for the Mini-Bid.**

Item	Chassis Model Year	Chassis Make	Chassis Model	Chassis Model Code	Total # of Chassis	NYS Chassis Discount	NYS Contract Price (Chassis)	Total NYS Contract Price (Chassis)	Body Model Year	Body Make	Body Model	Body Model Code	Total # of Bodies	NYS Contract Price (Body)	Total NYS Contract Price (Bodies)	Total Delivery Charge for Vehicles	Total Evaluation Price for Item
Item 1	2019	Ford	F-550 XL SUPERCAB	X5H	1	19.70	\$51,022.62	\$51,022.62	2019	READING	CLASSIC II SERIES		1	\$14,125.00	\$14,125.00	\$362.00	\$65,509.62
Item 2																	
Item 3																	
Item 4																	
Item 5																	
Item 6																	
Item 7																	
Item 8																	
Item 9																	
Item 10																	
Item 11																	
Item 12																	

Grand Total Evaluation Price for Mini-Bid (the dollar amount used to evaluate the Mini-Bid):	\$65,509.62
--	--------------------

Form Version 12/07/2017

Group 40500-22904, VEHICLES, Class 3-8

Form B (Class 3-8): Mini-Bid Response (Response Summary)

See the "Instructions and Charts" worksheet for general form instructions, Delivery Region Chart and Delivery Allowance Schedule. Cells below will be black-colored until Question 1.0 and 1.1 are answered. Complete all yellow-colored cells. Failure to enter a response in a yellow-colored cell may result in the Mini-Bid Response being being deemed non-reponsive and in the disqualification of the Mini-Bid response.

Part A: Mini-Bid and Contractor Information

Q#	Question	Contractor Response
1.0	Mini-Bid Request Number from Form A (Class 3-8): Mini-Bid Request (e.g. T15060001)	T18080022
1.1	Number of Items included in this Mini-Bid (see Form A (Class 3-8): Mini-Bid Request for number of Items, click on yellow cell and use drop-down menu)	1
2.0	Business Information	
2.1	Full Legal Business Name, including DBA if applicable	Carmody Ford Inc
2.1	State Contract Number (e.g., PC12345)	PC67991
2.3	Federal Employer Identification Number / FEIN (e.g. 14-1234567)	14-1458192
2.4	NYS Vendor ID Number (e.g., 1000012345)	1000006713
3.0	Primary Contact Information	
3.1	Contact Name	Mark Robillard
3.2	Contact Email	mark@carmodyford.com
3.3	Contact Phone (1)	518-621-4135
3.4	Contact Phone (2)	518-692-2246
4.0	Secondary Contact Information	
4.1	Contact Name	John Carmody
4.2	Contact Email	jccarmodyford@gmail.com
4.3	Contact Phone (1)	518-390-0041
4.4	Contact Phone (2)	518-692-2246

Part B: Mini-Bid Response Summary

Part B: *Mini-Bid Response Summary* shall be automatically populated, based on Contractor input on the "Item" worksheets. Cells in each Item Row will be black-colored until a number of Items is indicated in Question 1.1 above. After a number of Items is selected, the corresponding Rows will be unhidden. IF "Enter Pricing" appears in a Row for an Item, that indicates that the pricing for that Vehicle (Chassis, Body, and/or Delivery Charge) on the applicable "Item" worksheet has not been completed by the Contractor. In order to submit a responsive Mini-Bid response, all requested information for all Items included in the Mini-Bid should be entered on the applicable "Item" worksheet.

If "Enter Pricing" appears in the "Grand Total Evaluation Price for Mini-Bid" cell (Cell S39), that indicates that all required pricing information has not been entered by the Contractor on the applicable "Item" worksheet. **Failure to enter all required pricing information for an Item shall deem the Mini-Bid response for that Item non-responsive and shall result in the rejection of the Mini-Bid response for the Mini-Bid.**

Item	Chassis Model Year	Chassis Make	Chassis Model	Chassis Model Code	Total # of Chassis	NYS Chassis Discount	NYS Contract Price (Chassis)	Total NYS Contract Price (Chassis)	Body Model Year	Body Make	Body Model	Body Model Code	Total # of Bodies	NYS Contract Price (Body)	Total NYS Contract Price (Bodies)	Total Delivery Charge for Vehicles	Total Evaluation Price for Item
Item 1	2019	Ford	F-550 Super Cab XL	X5H	1	14.25	\$53,988.20	\$53,988.20	2019	Reading Classic II	U132A-dw		1	\$12,660.00	\$12,660.00	\$175.00	\$66,823.20
Item 2																	
Item 3																	
Item 4																	
Item 5																	
Item 6																	
Item 7																	
Item 8																	
Item 9																	
Item 10																	
Item 11																	
Item 12																	

Grand Total Evaluation Price for Mini-Bid (the dollar amount used to evaluate the Mini-Bid):	\$66,823.20
--	--------------------

Form Version 12/07/2017

T18080022

Town of Orangetown,
Michael Weber



Preview Order 1001 - X5H 4x4 Super Chas Cab DRW: Order Summary Time of Preview: 10/01/2018 12:10:33

Dealership Name: Carmody Ford, Inc.

Sales Code: F13500

Dealer Rep.	m-robil5	Type	Stock	Vehicle Line	Superduty	Order Code	1001
Customer Name		Priority Code	80	Model Year	2019	Price Level	930

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F550 4X4 SUPERCAB CHAS CAB/192	\$45100	SPARE TIRE AND WHEEL	\$350
192 INCH WHEELBASE	\$0	TRAILER BRAKE CONTROLLER	\$270
Orange	\$660	CENTER HIGH MOUNT STOP LAMP	\$0
VINYL 40/20/40 SEATS	\$0	JACK	\$0
MEDIUM EARTH GRAY	\$0	WHEEL WELL LINERS - FRONT	\$180
PREFERRED EQUIPMENT PKG.660A	\$0	UTILITY LIGHTING SYSTEM	\$160
.XL TRIM	\$0	CLEAN IDLE DECAL	\$0
.AIR CONDITIONING -- CFC FREE	\$0	40 GAL AFT OF AXLE FUEL TNK	\$0
6.7L POWER STROKE V8 DIESEL	\$9010	DUAL EXTRA HEAVY DUTY ALTRNTR	\$0
6-SPEED AUTO TRANS	\$0	EXTRA HEAVY DUTY FRONT END SUS	\$285
225/70R19.5G BSW MAX TRAC	\$215	PAYLOAD PLUS PACKAGE UPGRADE	\$1155
4.88 RATIO LIMITED SLIP AXLE	\$360	EXTERIOR BACKUP ALARM	\$140
RAPID HEAT SUPPLEMENTAL HEATER	\$250	REMOTE START SYSTEM	\$250
POWER EQUIPMENT GROUP	\$915	XL VALUE PACKAGE	\$1000
TELESCPNG TT MIRR-POWR/HTD	\$0	.CRUISE CONTROL	\$0
XL DECOR PACKAGE	\$0	.AM/FM STEREO MP3/CLK	\$0
UPFITTER INTERFACE MODULE	\$295	.SYNC VOICE ACTIVATED SYSTEMS	\$0
PLATFORM RUNNING BOARDS	\$445	OPERATOR COMMANDED REGEN	\$250
LESS TIRE INFLATION MONITOR	\$0	FUEL CHARGE	\$0
19500# GVWR PACKAGE	\$0	PRICED DORA	\$0
50 STATE EMISSIONS	\$0	DESTINATION & DELIVERY	\$1495
110V/400W OUTLET	\$175		

$\$62,960$, LIST price
 less fleet/govt discounts - $8,797$
 $\$54,163$ state truck price
 plus Reading Classic II Service body + $12,660$
 includes $\$175$ delivery and warranty
 See 2nd pg. $\$66,823$
 See pg 3

$\$66,823$ total price from bid



Unicell Truck Equipment

170 Cordell Rd.
 Schenectady, NY 12303
 PH: 518-393-5216 FX: 518-393-5218
 Toll Free: 1-888-820-3900

Quote #: 06315
 Date: 10/1/2018 Status: QUOTE

Customer: Mark Robillard
 Carmody Ford-Mercury Inc
 Tel: 518-692-2246 Fax: 518-692-7650

Rts 29-40 No, Rfd #1
 Greenwich, NY 12834

Mfg	Code	Pool	Year	Model	Engine	GVWR	Color	WB	Chassis Initials
FORD		No		F550 Super Cab	Diesel	19500	Orange	"	_____

Style	Model	Length		Height		Width		Body Initials
		Out	In	Overall	In	Out	In	
UTILITY BODY	U132A-DW	'	'	"	"	"	"	_____

Does not meet Specification

Features: Qty: Specifications:	Price:
Model: U132A-DW	\$10,093.00
SPEC: A COMPARTMENT CONFIGURATION BOTH SIDES	INCLUDED
SPEC: 12, 16, AND 16 GA. 2-SIDED A-60 GALVANNEAL STEEL BODY SHELL	INCLUDED
SPEC: STANDARD GALVANIZED STEEL SHELIVING PACKAGE	INCLUDED
SPEC: DOUBLE SHELL REINFORCED DOORS-3/8" THICKER THAN INDUSTRY STANDARD	INCLUDED
SPEC: HIDDEN DOOR HINGES - INDUSTRY EXCLUSIVE	INCLUDED
SPEC: PADDLE-ACTIVATED, ROTARY STYLE LATCHES [STAINLESS STEEL]	INCLUDED
SPEC: SLAM ACTION REAR TAILGATE	INCLUDED
SPEC: RECESSED REAR LIGHTS AND BUMPER WITH RECESS	INCLUDED
SPEC: BODY HEIGHT 40", COMPARTMENT DEPTH 20", FLOOR WIDTH 52"	INCLUDED
SPEC: BODY WIDTH 93", BODY WEIGHT 1900 LBS	INCLUDED
SPEC: LIMITED THREE [3] YEAR WARRANTY	INCLUDED

Included:		
ADDED: Removable side mount ladder rack - Flat		\$459.00
ADDED: 1-LED dome light w/switch in each compartment - Not offered in spacemaler tops		\$929.00
ADDED: COLOUR OTHER THAN READING RED/WHITE NOT ENCLOSED BODIES - Painted orange to match		\$1,030.00

F550 Super Cab Diesel 84" CA

Mini Bid # T18080022 Town of Orangetown

Subtotal: \$12,511.00

Total: \$12,511.00

TERMS Payment due upon delivery

Customer Approval Signature _____

Date: 10/2/2018

149 - Transportation to and from body co.

Quote valid for 30 Days.

Mandatory Fields

Warranty

Quote Summary

Customer Information

First Name: **Initial:** **Last Name:**
Address 1: **Address 2:**
City: **State:** **ZIP:**
Phone: **E-Mail:**

Vehicle Information

VIN:	Current Mileage:	Vehicle Usage Type:	Vehicle Line:	Drive
1FD0X5HT8KEC27011	5	Commercial	2019 Ford F-550	4RD
Warranty Start Date:	Current Hours:			
10/1/2018	1			

Vehicle Eligibility

The Dealership Attests that this vehicle meets the coverage Eligibility Requirements. (Failure to verify this information may result in ca

Products

Buy	Product Type	Vehicle	Time	Distance	Purchase Price	Tax Rate%	Sales Tax
<input checked="" type="checkbox"/>	Mechanical	POWERTRAINCARE - INCOMPLETE VEHICLE	84	150,000	\$ 2950	<input type="text" value="0.0"/>	\$ 0.00

Totals : \$ 2950.0 \$ 0.0

< [Return to Product Selection](#) >



Department of Environmental Management and Engineering
Town of Orangetown

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

Sent via email to jrelyea@vanbortelford.com

Josh Relyea
Van Bortel Ford, Inc.
71 Marsh Road

RE: Award 22904, Mini-Bid #T18080022 for Ford F550 XL Supercab with Utility Body

Dear Mr. Relyea,

October 31, 2018

Thank you for submitting a response to the above referenced Mini-Bid conducted via the New York State Office of General Services (OGS) Vehicle Marketplace. Based on an evaluation of the responses submitted, The Town of Orangetown is making award to Van Bortel Ford, Inc. with respect to the above referenced Mini-Bid. It is the intention of The Town of Orangetown to issue a Purchase Order for the following awarded vehicle(s).

Mini-Bid #	Vehicle Awarded	Number of Vehicles
T18080022	Ford F550 XL Supercab with Utility Body	1

This designation is tentative pending successful completion of the Purchase Order process. A Purchase Order will be presented under separate cover upon receipt of all necessary internal approvals. Be advised that a Purchase Order will not be issued until receipt of all necessary approvals. No action shall be taken by a tentative awardee until receipt of a Purchase Order; any actions taken prior to receipt of a Purchase Order are at vendor's sole risk and expense.

Sincerely,

Michael Weber
Chief Operator
Town of Orangetown Sewer District #2



Department of Environmental Management and Engineering Town of Orangetown

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

Town of Orangetown Sewer District #2

Heavy Duty Utility Body Truck

Chassis Specification

2018 Ford F-550 Chassis Cab XL SuperCab, 192" Wheelbase, 7L 4 Valve OHV Power Stroke V8 Turbo Diesel B20 Engine, 6 Speed Automatic with SelectShift® Transmission (6R140), 4X4, 4.88 Limited Slip Axle, DRW, Painted Electric Orange or similar.

- XL Value Package
- Power Equipment Group
- Trailer Tow Package—High Capacity
- Payload Plus Upgrade Package (19,500 Lb. GVRW)
- Extra heavy-Duty Front End Suspension
- Remote Start System
- Exterior Backup Alarm
- Alternators—Dual Extra Heavy Duty
- Center High-Mounted Stop Lamp (CHMSL)
- Utility Lighting System
- Manually Telescoping/Folding Trailer Tow with Power/Heated Glass. Heated Convex Spotter Mirror. Integrated Clearance Lamps/Turn Signals
- Platform Running Boards
- 19.5—Inch Argent Painted Steel Wheels (DRW)
- 225/70R19.5G BSW Max Traction 4x4 Tires
- Spare Tire, Wheel and Jack
- Wheel Well Liners—Front
- Medium Earth Gray Vinyl
- Carpet Delete
- Operator Commanded Regeneration
- Integrated Trailer Brake Controller
- Rapid-Heat Supplemental Cab Heater
- 110V/400W outlet
- Upfitter Interface Module
- AM/FM Stereo Single-CD/MP3 Player
- SYNC
- HD Vinyl 40/20/40 Split Bench Front Seats
- Extended Diesel Engine Warranty
- Extended Drivetrain Warranty

Body Specification

Body to be:

- Reading Classic II Service Body 132 Series
- Compartment Lighting System
- Dual Wheel recessed bumper with L.E.D. Lights.
- Removable Side Mount Ladder Rack—Flat Mount

Model and Configuration to be:

Model #	Approx Weight	Cab-To-Axle	Approximate Clear Door Openings						
USR132AB-DW	1831 LBS.	84"	22½"x35¼"	48¼"x14"	20¾"x35¼"	72½"x14"	20¾"x18⅞"	35"x35¼"	11½"x35¼"





Department of Environmental Management and Engineering
Town of Orangetown

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

Sent via email to Mark.Robillard@carmodyford.com

Mark Robillard
Carmody Ford, Inc
1111 NY-29
Greenwich, NY 12834

RE: Non-Award 22904, Mini-Bid #T18080022 for Ford F550 XL Supercab with Utility Body

Dear Mr. Robillard,

October 31, 2018

Thank you for submitting a response to the above referenced Mini-Bid conducted via the New York State Office of General Services (OGS) Vehicle Marketplace. We appreciate and thank you for your interest in doing business with the Town of Orangetown. Based on an evaluation of the responses submitted, the Town of Orangetown has made its tentative award decisions and your response was not selected for award. Tentative awards have been made to the vendors listed below for this Mini-Bid.

Mini-Bid #	Vehicle Awarded	Awardee
T18080022	Ford F550 XL Supercab with Utility Body	Van Bortel Ford, Inc.

Sincerely,

Michael Weber
Chief Operator
Town of Orangetown Sewer District #2

Wednesday October 31st, 2018 10:55 AM



71 Marsh Rd East Rochester, NY 14445 585-586-7705 Fax 585-586-7706

Vehicle Purchase ProposalAttention: **Frank Peneno**

Purchase Order#:

Town of Orangetown Dept of Environmental Managemen

Quote# 28067

22904 Mini Bid#: T18080022

Phone: 914-906-1208 Fax:
Email: fpeneno@orangetown.com

Item Description	Code	Qty	Your Price	MSRP
2019 Ford F-550 XL SuperCab 4x4 DRW 192 WB 84 CA	X5H	1	\$ 51,022.62	\$ 63,540.00
Paint, Orange (Fleet Only)	PMB	1	\$ 0.00	\$ 0.00
6.7L Powerstroke Diesel V-8 Std warranty is 5yr 100k for diesel powertrain, 3/36b2b all other components	99T	1	\$ 0.00	\$ 0.00
TorqShift® Six-Speed automatic w/SelectShift® automatic	44W	1	\$ 0.00	\$ 0.00
XL Décor Package Included w/ 96V	17F	1	\$ 0.00	\$ 0.00
Upfitter Interface Module	18A	1	\$ 0.00	\$ 0.00
Cab Steps (w/ Super/Crew Chassis Cab)	18B	1	\$ 0.00	\$ 0.00
Rapid-Heat Supplemental Cab Heater	41A	1	\$ 0.00	\$ 0.00
110V/400W Outlet	43C	1	\$ 0.00	\$ 0.00
Spare Tire, Jack and Wheel	512	1	\$ 0.00	\$ 0.00
Cruise Control Included w/ 96V	525	1	\$ 0.00	\$ 0.00
TowCommand Integrated Trailer Brake Controller	52B	1	\$ 0.00	\$ 0.00
High Capacity Duty Trailer Tow	535	1	\$ 0.00	\$ 0.00
Premium Electronic AM/FM Stereo w/ MP3 W/ USB and SYNC/Clock(XL fleet only) Included w/ 96V	585	1	\$ 0.00	\$ 0.00
Center High Mount Stop Lamp (CHMSL)	59H	1	\$ 0.00	\$ 0.00
Tire Jack (with spare tire)	61J	1	\$ 0.00	\$ 0.00
Front Wheel Well Liners	61L	1	\$ 0.00	\$ 0.00
Utility Lighting System	63A	1	\$ 0.00	\$ 0.00
Dual Extra Heavy-Duty Alternator	67B	1	\$ 0.00	\$ 0.00
Extra HD Front End Suspension - GAWR 7,500 lbs.	67P	1	\$ 0.00	\$ 0.00
Payload Plus Upgrade Package 19,500# GVWR	68M	1	\$ 0.00	\$ 0.00
Exterior Back-up Chime	76C	1	\$ 0.00	\$ 0.00
Remote Start System	76S	1	\$ 0.00	\$ 0.00
Power Equip Group on XL (Reg & Super Cabs)	90L	1	\$ 0.00	\$ 0.00
XL Value Package includes 585,525	96V	1	\$ 0.00	\$ 0.00
Operator Commanded Regeneration (OCR)	98R	1	\$ 0.00	\$ 0.00
LT225/70Rx19.5G BSW Max Traction (Six) (4x4)	TGB	1	\$ 0.00	\$ 0.00
Axle, Limited Slip 4.88 Ratio (required with 68M)	X8L	1	\$ 0.00	\$ 0.00
Powertrain Care 7yr/100k Mi \$100.00 Deductible 29 Components		1	\$ 2,390.00	\$ 0.00
Reading Classic II Series 11' Utility Body Fits 84" CA, Dual Rear Wheel, Straight Frame Chassis 132" Overall Length x 91.5" Overall Width A60 Steel Construction Throughout Modified Package, "AB" Configuration 40" Tall Compartments x 21.5" Deep Compartments 48.5" Inside Floor Width Stainless Steel Rotary Paddle Latches		1	\$ 14,125.00	\$ 0.00
12ga Treadplate Floor Standard Reading Tailgate Standard Shelf and Tray Package LED Light Kit Standard Custom Paint to Match Cab Universal Mounting Kit Included Pooched Bumper with Hitch Recess Included Light Adapter Included		1	\$ 0.00	\$ 0.00
LED Compartment Lights on Door Activated Switches Removeable Side Mount Ladder Rack Installed Standard Installation Includes: Rear Rubber Flaps Fuel Fills as Needed Conspicuity Tape Across Rear Only Rear Receiver Hitch Installed Seven Way Plug Installed at Rear		1	\$ 0.00	\$ 0.00

Delivery to Region 5	Reg 5	1	\$	362.00	\$	362.00
Term is Net 15 Days A.R.V. Delivery from factory to dealer is estimated at 16-20 weeks. This Quote Expires In 60 Days or final Order date, whichever comes first.	Total Price:		\$	67,899.62		
Quantity on this Order: 1	Grand Total:		\$	67,899.62		
Suggested Items Below	Code	Qty	Your Price		MSRP	
USR132AB-DW 1757 lbs. 84? 27-1/2?x33-3/8" 17-1/2?x33-3/8" 45-1/2?x11-7/8" 22-1/2?x33-3/8" 22-1/2?x16-1/4? 71-1/2?x11-7/8"		1	\$	0.00	\$	0.00

To place an order please sign and date this proposal and return it to Van Bortel Ford along with a valid Purchase Order, Voucher, or Letter of Intent. Thank You!

Accepted By: _____ Title _____ Date _____

Van Bortel Ford Inc (WBE) Federal ID 16-1609363 Salesperson: George Lunney Quote: 28067

Michael Weber

From: Josh Relyea <jrelyea@vanbortelford.com>
Sent: Thursday, September 13, 2018 2:32 PM
To: Michael Weber
Subject: RE: Mini-Bid #18080170 Dealer Invoice and OEM Specifications
Attachments: 27936 Mini Bid 18080170.pdf

Please review:

Note that we just received this communication from Ford today at 11:52am:

"2019 MY Police Interceptor (PI) Utility - Balance Out

- A balance-out message has been entered in CONCEPS for the 2019 MY PI Utility as of Thursday, September 13, 2018.
- The order rate over the past few weeks has been more than double the normal order rate and has resulted in more orders than available for the 2019 MY PI Utility production allocation.
- CONCEPS will accept orders through Friday September 21, 2019 which is the published final order due date (FODD). However, orders placed on or after September 13, 2018 will most likely not be scheduled for production.
- The Government Sales Team will be reviewing the unscheduled order bank over the next few weeks. If your orders will not be scheduled a member of the team will be contacting dealers directly. "

Josh Relyea
Fleet Department Manager
Van Bortel Fleet Dept.
P - 585-586-7705

From: Michael Weber [<mailto:mweber@orangetown.com>]
Sent: Thursday, September 13, 2018 1:59 PM
To: Josh Relyea <jrelyea@vanbortelford.com>
Subject: RE: Mini-Bid #18080170 Dealer Invoice and OEM Specifications

Awaiting your review and submission.

Cordially,
Michael Weber
Chief Operator
Town of Orangetown SD #2
D.E.M.E.
127 Route 303
Orangeburg, NY 10962
p:845-359-6502 ext 4205
f:845-359-6951



From: Josh Relyea [<mailto:jrelyea@vanbortelford.com>]
Sent: Wednesday, September 12, 2018 3:48 PM
To: Michael Weber
Cc: Frank Peneno; Helen Chee; Jeffrey Bencik; Eamon Reilly; Maria Opaczewski; George Lunney
Subject: RE: Mini-Bid #18080170 Dealer Invoice and OEM Specifications

We have this generated and should be sending it out some point tomorrow after it's reviewed.

Josh Relyea
Fleet Department Manager
Van Bortel Fleet Dept.
P - 585-586-7705

From: Michael Weber [<mailto:mweber@orangetown.com>]
Sent: Wednesday, September 12, 2018 1:32 PM
To: Josh Relyea <jrelyea@vanbortelford.com>; Ford Fleet <fleet.ford@vanbortelford.com>
Cc: Frank Peneno <fpeneno@orangetown.com>; Helen Chee <hchee@orangetown.com>; Jeffrey Bencik <jbencik@orangetown.com>; Eamon Reilly <ereilly@orangetown.com>
Subject: Mini-Bid #18080170 Dealer Invoice and OEM Specifications

Hello,

Thank you for bidding on our recent request for 2019 Ford Interceptor as specified in Mini-bid #18080170. Pursuant to the recommendations from OGS, please provide a dealer invoice and a detailed OEM Specification for the vehicle described in the request. The town has elected to make a purchase of 2 vehicles of the same specification at this time. Please provide invoices that are representative.

Thank you.

Cordially,
Michael Weber
Chief Operator
Town of Orangetown SD #2
D.E.M.E.
127 Route 303
Orangeburg, NY 10962
p:845-359-6502 ext 4205
f:845-359-6951



71 Marsh Rd
East Rochester, NY 14445
Phone: (585) 586-7705
Fax: (585) 586-7706

Van Bortel Ford Inc.

FAX

Company: Town of Orangetown Dept of Environmental Managemen
Contact: Frank Peneno
Phone: 914-906-1208
Fax:

From: Maria Opaczewski
Pages: 2
Date: September 21, 2018
Order Number: C2679
Purchase Order: 51968/VOUCHER

Description: Norsesea Blue Metallic Utility Police Interceptor

No AM Items

Urgent

For Review

Please Comment

Please Reply

Dear Customer:
Your Vehicle has been ordered.
The factory Dealer Order Receipt Acknowledgement follows this cover page.

At this time please fax us:

- 1) Your NYS Tax Exempt Certification
- 2) A Copy of a registration of a previously registered vehicle(needed to insure accurate Title/DMV paperwork).
- 3) A signed copy of the Dealer Order Receipt Acknowledgement(needed to confirm the order is correct).
- 4) An updated Customer Contact Form.

Thank you!

Van Bortel Fleet

71 Marsh Rd
East Rochester, NY 14445
(585) 586-7705 Fax (585) 586-7706

Business/Municipality: **Town of Orangetown Dept of Environmental Managemen**

Main Contact: **MICHAEL WEBER**

Phone: **845-359-6502 X 4205**

Fax: **845-359-6951**

Mobile: **845-570-3089**

Email: **mweber@orangetown.com**

Delivery Information - Please fill out where you would like your vehicle delivered.

Delivery Address: **127 Route 303**
City **Orangeburg** State **NY** ZIP **10962**

County of Delivery: **Rockland**

Deliveries excepted until: **03** : **00** PM

Open on Friday for deliveries?(please circle one): **Yes**, No, Closed Fridays during summer.

Delivery Contact: **FRANK PENENO**

Delivery Phone: **845-359-6502**

Delivery Fax: **845-359-6951**

Delivery Mobile: **914-906-1208**

Delivery Email: **FPeneno@orangetown.com**

Title Information.

Title/DMV Name: _____

Reg/Title Address: _____

Reg/Title City: _____

Reg/Title State/ZIP: _____ , _____

Please complete this form in full and return to update our records

Accounts Payable Information.

Accounts Payable Contact: **HELEN CHEE**

Accounts Payable Phone: **845-359-6502 X 4202**

Accounts Payable Fax: **845-359-6951**

Accounts Payable Email: **HChee@orangetown.com**

Order will not be processed until we have an accounts payable contact and phone number.

Financing your vehicle?

Yes **No** (Circle one)

Lienholder Name: _____

Lienholder Address: _____

Lienholder City: _____

Lienholder State/ZIP: _____

< < ATTENTION:

Please fill out this section exactly how you would like your registration and Title to read and attach a copy of a current Registration or Title.

Failure to complete this section will result in a delay of your delivery.

NEW ORDER ** DEALER SUBMITTED ** 09/19/18
44F070 VAN BORTEL FORD, INC
BODY K8A BEGIN ORD C679 # UNITS 002 END ORD C680 PRIORITY M1
SPEC ORD# ORDER TYPE 5B FIN CODE RD104
DORA PROCESSED 09/19/18 PM
ORDER RCPT DATE 09/19/18 SCHD / /
ASSEMBLY PLANT PLANT NOT FOUR VIN # MSK8AR K

THIS ORDER IS CONDITIONED UPON FINAL PRICE LEVEL
CERTIFICATION OF THE VEHICLE. 915

(Units)

ORDER # C2679 - C2680
ESTIMATED LEAD TIME
FROM FACTORY TO DEALER
1214WLO16
+ ADDITIONAL AFTERMARKET AND
PREP TIME

- K8AO POLICE INTER UTILITY AND
- .112.6 INCH WHEELBASE
- KR NORSEA BLUE METALLIC
- F CLOTH BUCKETS/CLOTH REAR SEATS
- H EBONY BLACK INTERIOR
- EQUIPMENT GROUP 500A
- .PREMIUM AM/FM STEREO
- 99R .3.7L V6 TIUCT ENGINE
- 44C .6-SPEED AUTO TRANSMISSION
- 17T CARGO DOME LAMP -RED/WHITE
- 18D GLOBAL LOCK/UNLOCK
- 41H ENGINE BLOCK HEATER
- 422 CALIFORNIA EMISSIONS SYSTEM
- 51R DRIVER SIDE LED SPOT LAMP
- 549 POWER MIRROR/SPOTTER/HEATED
- 55F KEYLESS ENTRY - 4 FDS
- 65U INTERIOR UPGRADE PACKAGE
- .1ST AND 2ND ROW CARPET FLR
- 85D FRONT CNSL MOUNTING PLATE -DEL
- 86L AUTO HEADLAMP
- 86P FRONT HEADLMP HOUSING ONLY PKG
- 86T REAR TAILLAMP HOUSING
- 942 DAYTIME RUNNING LAMPS (DRL)
- 153 FRONT LICENSE PLATE BRACKET
- FUEL CHARGE
- NET INVOICE FLEET OPTION (B4A)

Please approve specs and return

9/21/2018

Signature Date

--CHANGES TO ORDER -- PEP/ORDER CODE-- 500A

ADDS: * DENOTES PROCESSED
*422 *153 *16C
*17T *18D *41H *51R *549
*55F *65U *85D *86L *86P
*86T *942

----- SHIP TO DEALER -----
SHDL*F446715VAN BORTEL FORD, INC. EAST ROCHESTER 1915
----- CUSTOMER -----
CUST* NYS TO ORANGE RD370
-----PRICE CONCESSION-----
PRCN* 10 14-520K 06/17/18 00000000

***** END OF DORA *****



71 Marsh Rd, East Rochester, NY 14445 – Phone (585)586-7705 – Fax (585)586-7706

Thank you for your order of 2 vehicles on PO: 51968

Please note that delivery of each vehicle may not take place on a single occasion. Ford build dates and schedules combined with our delivery procedures can likely result in you receiving your vehicles at various and staggered intervals.

For this reason, we expect payment for EACH vehicle within 30 days of the date of delivery and NOT when the full PO is satisfied.

Therefore, this PO cannot be processed until we receive this signed acknowledgement or revised PO's for each vehicle.

If you have any questions, please call us at 585-586-7705 so we can discuss this matter further.

Thank you for your business and assisting is with this important issue!

Josh Relyea
Government Fleet Manager

Please sign this acknowledgement and return it to us for our files.

MICHAEL WEBER

Title: CHIEF OPERATOR

Michael Weber

From: Josh Relyea <jrelyea@vanbortelford.com>
Sent: Friday, October 05, 2018 1:04 PM
To: Michael Weber
Subject: RE: Mini-Bid #18080170 Dealer Invoice and OEM Specifications
Attachments: 2019 Expedition Order Guide.pdf; 8771-nca.pdf; Contract extension page 2019.pdf

Michael,

I have attached the order guide for you to review on the 2019 Expedition. There is currently no final order date for them. The thing with the expeditions is they are designed for retail use and "changed" for fleet use. The SSV option deletes the 3rd row and puts vinyl in etc. It does not make it a pursuit unit. If you are in need of a pursuit unit I would recommend either going to the Tahoe or the F150 responder unit. Or possible waiting for the 2020 Police utility model (on the ground estimate of late summer of '19.)

I have attached a contract that you can utilize without having to rebid.

The regular length expedition in the above attached contract base price for the 2019 SSV is about \$35,750
The SSV Tahoe is \$33333 and the pursuit unit is \$400 more
Nice Tahoe LT is \$43165

The responder 150 is right about \$35K (without a cap) (still working on offering this as a substitution to the above contract)

The 2020 utility is going to be about \$31500.(gas engine) and the hybrid version is about \$3k more

Josh Relyea
Fleet Department Manager
Van Bortel Fleet Dept.
P - 585-586-7705

From: Michael Weber [mailto:mweber@orangetown.com]
Sent: Friday, October 05, 2018 12:17 PM
To: Josh Relyea <jrelyea@vanbortelford.com>
Subject: RE: Mini-Bid #18080170 Dealer Invoice and OEM Specifications

Hello Josh,

I just heard that your office contacted Frank to tell him that the Interceptors were not going to be available, the two for my department and the three from the Police Department. We are thinking that we will be leaning toward purchasing the Expedition Police version if those will still be available. That considered, if we do create a mini-bid for the five vehicles, three will be straight up police and two are for administrative use. Do they offer an interior upgrade package to convert the Police Package version to an administrative vehicle? Look forward to speaking with you so that we can properly piece together a mini-bid that will cover all of the vehicles. Thanks.

Cordially,
Michael Weber
Chief Operator
Town of Orangetown SD #2
D.E.M.E.
127 Route 303
Orangeburg, NY 10962
p:845-359-6502 ext 4205
f:845-359-6951



From: Josh Relyea [<mailto:jrelyea@vanbortelford.com>]
Sent: Thursday, September 13, 2018 2:32 PM
To: Michael Weber
Subject: RE: Mini-Bid #18080170 Dealer Invoice and OEM Specifications

Please review:

Note that we just received this communication from Ford today at 11:52am:
"2019 MY Police Interceptor (PI) Utility - Balance Out

- A balance-out message has been entered in CONCEPS for the 2019 MY PI Utility as of Thursday, September 13, 2018.
- The order rate over the past few weeks has been more than double the normal order rate and has resulted in more orders than available for the 2019 MY PI Utility production allocation.
- CONCEPS will accept orders through Friday September 21, 2019 which is the published final order due date (FODD). However, orders placed on or after September 13, 2018 will most likely not be scheduled for production.
- The Government Sales Team will be reviewing the unscheduled order bank over the next few weeks. If your orders will not be scheduled a member of the team will be contacting dealers directly. "

Josh Relyea
Fleet Department Manager
Van Bortel Fleet Dept.
P - 585-586-7705

From: Michael Weber [<mailto:mweber@orangetown.com>]
Sent: Thursday, September 13, 2018 1:59 PM
To: Josh Relyea <jrelyea@vanbortelford.com>
Subject: RE: Mini-Bid #18080170 Dealer Invoice and OEM Specifications

Awaiting your review and submission.

Cordially,
Michael Weber
Chief Operator
Town of Orangetown SD #2
D.E.M.E.



127 Route 303
Orangeburg, NY 10962
p:845-359-6502 ext 4205
f:845-359-6951

From: Josh Relyea [<mailto:jrelyea@vanbortelford.com>]
Sent: Wednesday, September 12, 2018 3:48 PM
To: Michael Weber
Cc: Frank Peneno; Helen Chee; Jeffrey Bencik; Eamon Reilly; Maria Opaczewski; George Lunney
Subject: RE: Mini-Bid #18080170 Dealer Invoice and OEM Specifications

We have this generated and should be sending it out some point tomorrow after it's reviewed.

Josh Relyea
Fleet Department Manager
Van Bortel Fleet Dept.
P - 585-586-7705

From: Michael Weber [<mailto:mweber@orangetown.com>]
Sent: Wednesday, September 12, 2018 1:32 PM
To: Josh Relyea <jrelyea@vanbortelford.com>; Ford Fleet <fleet.ford@vanbortelford.com>
Cc: Frank Peneno <fpenido@orangetown.com>; Helen Chee <hchee@orangetown.com>; Jeffrey Bencik <jbencik@orangetown.com>; Eamon Reilly <ereilly@orangetown.com>
Subject: Mini-Bid #18080170 Dealer Invoice and OEM Specifications

Hello,

Thank you for bidding on our recent request for 2019 Ford Interceptor as specified in Mini-bid #18080170. Pursuant to the recommendations from OGS, please provide a dealer invoice and a detailed OEM Specification for the vehicle described in the request. The town has elected to make a purchase of 2 vehicles of the same specification at this time. Please provide invoices that are representative.

Thank you.

Cordially,
Michael Weber
Chief Operator
Town of Orangetown SD #2
D.E.M.E.
127 Route 303
Orangeburg, NY 10962
p:845-359-6502 ext 4205
f:845-359-6951



LOCAL LAW NO. ____ OF 2018 OF THE
INCORPORATED TOWN OF ORANGETOWN, NEW YORK
TOWN BOARD TO AMEND CHAPTER 22 OF THE TOWN CODE ENTITLED
“NOISE”

BE IT ENACTED BY THE TOWN BOARD OF THE TOWN OF ORANGETOWN AS FOLLOWS:

As amended, Additions are underlined, ~~Deletions are stricken~~. Chapter 22-Noise, originally adopted by the Town Board on 08/17/1981 by LL No. 10-1981, is hereby amended as follows:

Section 1.

§ 22-2 ~~Excessive~~ Unnecessary noise prohibited.

- A. It shall be unlawful for any person to make, continue or cause or permit to be made or continued any unnecessary noise ~~unnecessary, unusually loud, or unusually disturbing noise~~ within the limits of the Town.
- B. “Unnecessary noise” means any excessive or unusually loud sound or any sound which either annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of a reasonable person of normal sensibilities, or which causes injury to animal life or damage to property or business. Standards to be considered in determining whether unnecessary noise exists in a given situation, include but are not limited to the following:
- 1 The intensity of the noise
 2. Whether the nature of the noise is usual or unusual
 3. Whether the origin of the noise is natural or unnatural
 4. The intensity of the background noise
 5. The proximity of the noise to sleeping facilities
 - 6 The nature and the zoning district of the area within which the noise emanates
 - 7 The time of the day or night the noise occurs
 8. The duration of the noise
 9. Whether the sound source is temporary
 10. Whether the noise is continuous or intermittent
 11. Whether alternate methods are available to achieve the objectives of the sound producing activity.

§ 22-3 Prohibited noises **General Prohibition.**

~~The following acts are declared to be excessive, unusually loud, unusually disturbing and unnecessary noises in violation of the local law.~~

- ~~A. **Horns, signaling devices, etc.** The sounding of any horn or signaling device on any automobile, motorcycle or other vehicle on any street or public place of the Town of Orangetown, except as a danger warning; the sounding of any such device for an unnecessary and unreasonable period of time; and the use of any such signaling device when traffic is for any reason held up.~~
- ~~B. **Television sets, reproduced music and audio, bands, etc.** The playing, using, operating or permitting to be played, used or operated of any television set, musical instrument, band, music or audio playback device or other machine or device for the producing or reproducing of sound in such manner as to disturb the peace, quiet, tranquility and comfort of the neighboring inhabitants or at any time with louder volume than is necessary for the convenient hearing of the person or persons who are in the place, room, vehicle or chamber in which such set, machine, instrument, band or device is played or operated and who are voluntary listeners thereto. The playing or operation of any such set, tape recorder, instrument, band, phonograph, machine or device between the hours of 11:00 p.m. and 7:00 a.m. in such manner as to be plainly audible at a distance of 50 feet from the place, building,~~
- ~~C. **Loudspeakers and amplifiers for advertising.** The playing, using, operating or permitting to be played, used or operated of any radio receiving set, television set, musical instrument, band, tape recorder, phonograph, loudspeaker, sound amplifier, or other machine or device for the purpose of producing or reproducing of sound which is placed upon the public streets for the purpose of commercial advertising or attracting the attention of the public to any building or structure.~~
- ~~D. **Yelling and shouting.** Yelling and shouting on the public streets between the hours of 11:00 p.m. and 7:00 a.m. or at any other time or at any other place so as to annoy or disturb the quiet, comfort or repose of persons in any office or in any dwelling, hotel or other type of residence or of any persons in the vicinity.~~
- ~~E. **Animals.** The keeping of any dog or other animal which, by causing frequent or long or continued barking or other noise, shall disturb the comfort or repose of any persons in the vicinity.~~
- ~~F. **Schools, courts, churches and hospitals.** The creation of any excessive noise on any street adjacent to any school, institution of learning, church or court while the same are in use, or adjacent to any hospital, which noise unreasonably interferes with the workings of such institution, or which noise disturbs or unduly annoys patients in the hospital, provided that conspicuous signs are displayed in such streets indicating that the same is a school, hospital or court street.~~
- ~~G. **Hawkers and peddlers.** The shouting, yelling and crying of peddlers, hawkers and~~

~~vendors which disturbs the peace and quiet of the neighborhood.~~

No person shall make, continue or cause or permit to be made any unnecessary noise that annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of a reasonable person of normal sensibilities, or which causes injury or damage to property or business in accordance with the standards set forth in §22-2(B).

The following acts are declared to be prima facie evidence of a violation of this article and are prohibited, but said enumeration shall not be deemed to be exclusive.

- A. The sounding of any horn or signaling device on any automobile, motorcycle or other vehicle on any street or public place of the Town of Orangetown, except as a danger warning.
- B. The playing, using, operating or permitting to be played, used or operated of any television set, musical instrument, band, music or audio playback device or other machine or device for the producing or reproducing of sound, loudspeaker, sound amplifier, in such manner as to disturb the peace, quiet, tranquility and comfort of the neighboring inhabitants or the public at large, as follows:
 - i. Between the hours of 7:00 a.m. and 11:00 p.m, that has a volume of 80 decibels or greater at the point of alleged disturbance if at a distance of less than 50 feet , or 70 decibels or greater at the point of alleged disturbance if at a distance of 50 feet or more, from the property line of the property of the noise source, or from the place, device, or vehicle if on the public streets, in which it is located; or
 - ii. Between the hours of 11:00 p.m. and 7:00 a.m, that has a volume of 60 decibels or greater at the point of alleged disturbance if at a distance of less than 50 feet, or 40 decibels or greater at the point of alleged disturbance if at a distance of 50 feet or more, from the property line of the property of the noise source, or from the place, device, or vehicle if on the public streets, in which it is located.
- C. The keeping of any dog or animal which:
 - i. Engages in frequent or long continued barking, howling or other noise at 60 decibels or greater at or beyond the property line of the property of the noise source, or from the place, device, or vehicle if on the public streets, such that said noise is:
 - ii. Between the hours of 10:00 p.m. and 8:00 a.m. of a duration longer than 10 consecutive minutes, and disturbs the comfort or repose of any persons in the vicinity; or
 - iii. Between the hours of 8:00 a.m. and 10:00 p.m of a duration of more than one hour, and disturbs the comfort or repose of any persons in the vicinity.
- D. Noise at or above the level of 60 decibels at the point of alleged disturbance on any street adjacent to any school, institution of learning, church or court while the same are in use, or adjacent to any hospital, which noise unreasonably interferes with the workings of such institution, or which noise disturbs or unduly annoys patients in the hospital, provided that conspicuous signs are displayed in such streets indicating that

the same is a school, hospital or court street.

- E. Any other noise at a level at or above 80 decibels at the point of alleged disturbance between the hours of 7:00 a.m. and 11:00 p.m., which point must be at or beyond the property line of the property of the noise source if the source is located on private property.
- F. Any other noise at a level at or above 50 decibels at the point of alleged disturbance between the hours of 11:00 p.m. and 8:00 a.m., which point must be at or beyond the property line of the property of the noise source if the source is located on private property.
- G. Any sound caused by the operation of any lawn mower, leaf blower, chain saw, hedge clipper, mulching or chipping machine or such similar landscaping equipment prior to 7:00 a.m. and after 8:00 p.m. on Monday through Friday; prior to 8:00 a.m. and after 7:00 p.m. on Saturday; and prior to 9:00 a.m. and after 7:00 p.m. on a Sunday or legal holiday.
- H. Any sound of any bulldozer, backhoe or other excavation or earthmoving equipment prior to 7:00 a.m. and after 8:00 p.m. on Monday through Friday; prior to 8:00 a.m. and after 7:00 p.m. on Saturday, and prior to 9:00 a.m. and after 7:00 p.m. on a Sunday or legal holiday.
- I. The sound of any power tool, machinery or equipment in use in any construction project or the repair of any building or in any commercial activity or manufacturing process not wholly contained within a closed structure,
 - 1. in any zone other than a residential zone, prior to 7:00 a.m. or after 8:00 p.m.;
 - 2. in any residential zone, prior to 7:00 a.m. and after 8:00 p.m. on Monday through Friday, prior to 8:00 a.m. and after 7:00 p.m. on Saturday, and prior to 9:00 a.m. and after 5:00 p.m. on a Sunday or legal holiday.

22-3A Exemptions.

The following activities shall be exempt from the provisions of this code:

- 1. Operation of snow blowers or other snow removal equipment at any time during or within 48 hours of the conclusion of a snowfall;
- 2. Work or activity that is necessary to prevent or recover from an emergency, including, but not limited to, work to repair electric, gas, water, sewer or telephone services. For purposes of this article an “emergency” shall mean a public calamity, disaster, extreme weather event, utility services failure, or such other threat to any person or property to actual or immediate danger.
- 3. The sound produced by any siren, alarm or other warning device operated by any ambulance service, police or fire department or any governmental agency when intended to warn the public of any danger or emergency.

4. Public meeting; parades or processions as permitted by Chapter 7A of this code;

5. The emission of sound by generators during emergencies.

6. Sounds connected with organized sporting events on public property or public or private school property, held between the hours of 8:00 a.m. and 10:00 p.m.

§ 22-4 Penalties for offenses.

Any person violating any of the provisions of this local law shall be deemed guilty of a violation and, upon conviction thereof, shall be fined in an amount not exceeding \$250 or be imprisoned for a period not exceeding 15 days or to perform up to 50 hours of community service, or by any combination of said penalties ~~10 days, or by both such fine and imprisonment.~~

§ 22-5 Additional remedies.

As an additional remedy, the operation or maintenance of any device, instrument, vehicle or machinery or activities conducted at a property in such manner so as to constitute a violation of any provision hereof which continually, regularly or repeatedly causes such violation, ~~and which causes discomfort or annoyance to reasonable persons of normal-sensitiveness or which endangers the comfort, repose, health or peace of residents in the area~~ shall be deemed and is declared to be a public nuisance and may be subject to abatement summarily by a restraining order or injunction issued by a court of competent jurisdiction.

§ 22-5A Enforcement.

The provisions of this chapter shall be enforced by the Police Department of the Town of Orangetown, the Town of Orangetown Office of Building Planning Zoning Administration and Enforcement, or such other officials as designated by the Town Board.

Section 2. Severability Clause

The invalidity of any word, section, clause, paragraph, sentence, part or provision of this local law shall not affect the validity of any other part of this local law that can be given effect without such invalid parts.

Section 3. Effective Date.

This Local Law shall become effective immediately upon being filed with the Secretary of State.

**OMM Soccer
2017 Capital Improvements to Be Gifted to Town**

Installation of New Turf Fields (Field 2, 3, 4), Upgrade of Lighting, Installation of New Fencing, Installation of Flagpoles & New Shipping Containers for Storage

Date of Expenditure	Scope of Work	Amount Paid by OMM
04/26/2017	Fencing	5,289.67
08/01/2017	Fencing	4,200.00
04/12/2017	Flagpoles	8,900.00
04/22/2017	Flagpoles	13,064.00
06/22/2017	Flagpoles	4,203.89
09/30/2017	Flagpoles	13,065.00
01/05/2017	Lights	27,562.50
02/16/2017	Lights	1,550.00
03/02/2017	Lights	62,000.00
03/09/2017	Lights	19,682.70
07/14/2017	Lights	1,550.00
12/27/2017	Storage Container	6,080.00
04/13/2017	Turf	4,200.00
04/17/2017	Turf	7,210.00
04/17/2017	Turf	60,850.00
07/21/2017	Turf	1,750.00
07/27/2017	Turf	100,000.00
07/31/2017	Turf	100,000.00
08/01/2017	Turf	79,910.00
08/07/2017	Turf	7,584.00
08/17/2017	Turf	15,500.00
08/22/2017	Turf	10,400.00
09/13/2017	Turf	100,000.00
09/13/2017	Turf	100,000.00
09/13/2017	Turf	60,850.00
09/15/2017	Turf	34,320.00
09/15/2017	Turf	16,125.00
09/15/2017	Turf	14,325.00
		880,171.76

Consulting Services Agreement

This agreement is effective as of _____, 2018 between Goldkap Consulting Group, LLC (“Consultant”) having an address at 57 Lafayette Avenue, Suffern, NY 10901 and Town of Orangetown (“Client”) located at 26 Orangeburg Road, Orangeburg, NY 10962

The client and consultant agree to as follows:

1. The client retains consultant to assist client in the areas detailed below.
2. **Consultant Services.** During the terms of this agreement, in connection with the project, the consultant will work on behalf of the client at all times in areas outlined.

The consultant shall:

- a. Exploring ways that town inventory can be better managed and putting together a fixed asset report to better track equipment going in and out of departments.
 - b. Work with department heads to explore ways where using new vendors will make departments more efficient and less dependent on labor.
 - c. Work with IT department to discuss how payroll processing and other technology platforms can be integrated into a planned future approach to build less labor-intensive solutions.
 - d. Assist with department heads in negotiating with vendors as it pertains to getting the best value for services and not overpaying for change orders on present contracts.
 - e. Verify the way present procurement processes are being used and set-up on line vendor ordering with approval processes in place.
3. **Client Role.** The client agrees to cooperate with consultant and make available on a timely basis all relevant information and documents deemed necessary to make consultant successful.
 4. **Compensation.** The client agrees to pay consultant as follows:
 - a. One-hundred seventy-five (\$175.00) per hour for services rendered for all work done on behalf of the project as outlined in paragraph 2 not to exceed \$5,250.00(30 hours) without an addendum and written scope of work approved by supervisor.
 - b. 50% due upon signing.
 - c. Terms thereafter are net 30 days from receipt of report submission for remaining balance.
 5. **Expenses.** Consultant will be reimbursed within seven(7) business days of submission to client for out- of-pocket expenses, including but not limited to postage, reproductions, and fees paid that were directly attributable to the project(s).
 6. **Outside Services.** Outside services including, but not limited to advertising, legal fees, job posting fees and recruitment fees are the responsibility of the client and will be billed directly to the client. No outside service fees will be contracted without the approval of client.
 7. **Travel.** Travel fees will be waived in Rockland and Westchester County. General auto travel fees will be charged to client at \$.59/mile plus tolls.

8. **Suspension.** If the client fails to make timely payments to the consultant for services or expenses, consultant may, upon seven (7) days written notice to the client, suspend performance of services under this agreement. In the event of suspension of services, consultant shall have no liability to the client for delay or damage caused the client because of such suspension of services.
9. **Opt out clause.** Client, or consultant, after work and completed payment, can suspend this agreement without cause upon seven (7) days written notice to other party or enter into additional or new agreement. All documentation under this agreement and any information relating to this project will be available to client if opt out clause is exercised.
10. **Independent Contractor.** The consultant shall render services hereunder as an independent contractor. Nothing in this shall establish any employer-employee relationship between the consultant, any agent, or any employee of the consultant or client. Consultant shall receive no benefits for pension, health or other insurance plans, employee benefits, or any benefit of whatever nature offered by client to its employees. Subject to the provisions in carrying out this agreement, the consultant is solely responsible for hours worked and the place where services are rendered.
11. **Tax.** Client shall not be responsible for withholding Social Security (FICA) tax or any other tax from payments made to the consultant and shall not withhold State, Local and Federal tax payments from consultant compensation. Consultant shall complete the appropriate form(s) provided by client in order to facilitate form 1099 reporting.
12. **Confidentiality and Proprietary Information.** Consultant acknowledges and agrees that in connection to the services rendered under this agreement, consultant shall have access to proprietary information from client of a nature not generally disclosed to the public ("Confidential Information"). Confidential information includes but not limited to drafts of the business plan, client business and strategies, customer lists and other documentation, data and materials developed by the consultant in the course of providing its services for client. Consultant understands that such information is owned and shall continue to be owned solely by client. Consultant agrees to keep confidential and not to disclose confidential information to anyone except those directly involved with the project. Consultant represents that it and its business affiliates, employees, officers, agents, personal representatives, salespersons or any other person that it may employ, hire or retain in the performance of this agreement have complied with and will comply with this commitment during and after his/her, or their employment. Upon completion of the project, consultant agrees to return any original records containing such confidential information.
13. **Entire agreement.** This agreement contains the entire understanding between the parties concerning the project. Consultant acknowledges that no representations or statements have been made which would modify or tend to modify any provisions of this agreement.
14. **Choice of Law, Venue.** This agreement shall be construed, interpreted, and governed by the laws of the State of New York, and the venues of any action shall be Rockland County.
15. **Notices.** Except as otherwise set forth herein, any and all notices required under the terms of this agreement shall be in writing and sent by hand delivery, fax or by certified mail, return

receipt requested. Unless otherwise designated in writing, notices shall be addressed to the parties at the addresses set forth at the beginning of this agreement.

16. **Authority.** The parties acknowledge that the signatories are vested with the authority to execute this agreement on behalf of their respective parties.

IN WITNESS WHEREOF: The parties hereto have caused this agreement to be executed as of the date and year first set forth.

Town of Orangetown

By: _____

Print Name _____

Date _____

Goldkap Consulting Group, LLC

By: _____

Print Name _____

Date _____

Rocklands Tobacco Control

1. Rockland included vaping in their Clean Indoor Air Act.
2. Rockland increased the age to purchase tobacco products (Vaping included) to 21
3. Rockland County owned parks prohibit smoking and vaping.
4. Rockland County passed a disclosure law for multi-unit housing. Smoking restriction must be in the lease.
5. Rockland County was the first in NYS to ban tobacco products in pharmacies.
6. Rockland County passed a law prohibiting smoking in cars with anyone under the age of 18.
7. Rockland County playgrounds are smoke free.

What can we do to make things better? What can we do to help smokers quit and protect our youth from starting?

We can work together to bring awareness to tobacco issues and find solutions.

1. Prohibit smoking and vaping in public outdoor spaces, parks, pools, Village and Town Halls.
2. More smoke free multi-unit housing.
3. Restrict the number of tobacco retailers.
4. Implement a County tobacco tax in addition to the NYS tax.
5. Tobacco retailers need to be 1,000 feet from schools.
6. Prohibit tobacco coupons and multi pack discounts .

Survey results:

1. 80.8% favor a policy that would restrict smoking in worksite entryways.
2. 61.4% favor a policy that would prevent retailers from offering multi-pack discounts on cigarettes.
3. 70.7% favor a policy that would prohibit the display of tobacco products, so they are out of view of customers.
4. 62% favor a policy that would prohibit retailers from excepting tobacco coupons.
5. 62% favor a policy that would limit the number of stores that sell tobacco.
6. 72% favor a policy that prohibit the sale of tobacco products located near schools.

Rockland County has always been the lead in Tobacco Control and our survey shows that the residents are in favor of restricting tobacco.

OFFICE OF THE TOWN ATTORNEY
TOWN OF ORANGETOWN
TOWN HALL
26 ORANGEBURG ROAD
ORANGEBURG, NY 10962



ROBERT V. MAGRINO
TOWN ATTORNEY

TERESA M. KENNY
FIRST DEPUTY TOWN ATTORNEY

TELEPHONE
(845) 359-5100
FAX
(845) 359-2715

*** ATTORNEY CLIENT PRIVILEGED AND/OR CONFIDENTIAL COMMUNICATION
AND/OR ATTORNEY WORK PRODUCT ***

DATE: October 30, 2018

TO: Rosanna Sfraga, Town Clerk
Amanda Hyland, Confidential Assistant to Town Supervisor
Kimberly Allen, Administrative Secretary to the Supervisor

FROM: Richard S. Pakola, Deputy Town Attorney *RS*

cc: All Town Board Members
Robert V. Magrino, Town Attorney
James Dean, Superintendent of Highways
Eamon Reilly, ~~DEME~~ Commissioner

RE: U.S. Information Systems Project Site Plan Performance Bond
Tax Lot Section 73.20 Block 1 Lot 26
35 West Jefferson Avenue, Pearl River, New York
Planning Board #17-51

Pursuant to the Planning Board approvals for the above referenced project, the applicant is required to post a performance bond in the amount of \$63,930.00 to ensure the completion of certain public improvements to be installed as part of the construction at the site.

I am hereby forwarding to you an Original Performance Bond Issued by Travelers, Bond No. 106952880 as surety on behalf of United States Information Systems, Inc. as principal and in favor of the Town of Orangetown, in the amount of \$63,930.00.

This is to request that you arrange to have the matter placed on the Town Board Workshop for Tuesday 11/13/2018 and the Regular Town Board Meeting scheduled for 11/27/2018 for the following resolution:

“WHEREAS, United States Information Systems, Inc. as developer of certain property located at 25 Ramland Road, Orangeburg, New York (Tax Lot 73.20 Block 1 Lot 26) applied for

and received site plan approval from the Town of Orangetown Planning for said property pursuant to Planning Board decision #17-51, and

WHEREAS, pursuant to the aforesaid approvals, the Planning Board required that the applicant post a Performance Bond in the amount of \$63,930.00 to ensure the construction and completion of certain public improvements pursuant to the aforesaid approvals, and

“WHEREAS, the applicant has submitted a fully executed Performance Bond dated September 28, 2018, issued by Travelers Casualty and Surety Company of America as Surety, on behalf of United States Information Systems, Inc., as principal, in the amount of \$63,930.00 naming the Town of Orangetown as beneficiary, to insure the completion of public improvements associated with the United States Information Systems, Inc. Site Plan, which Performance Bond has been approved as to form and substance by the Town Attorney’s Office,

“NOW BE IT RESOLVED THAT, the Town hereby formally accepts, receives and files with the Office of the Town Clerk a Performance Bond dated September 28, 2018 issued by Travelers Casualty and Surety Company of America as Surety, on behalf of United States Information Systems, Inc., as principal, in the amount of \$63,930.00 naming the Town of Orangetown as beneficiary, to insure the completion of public improvements associated with the United States Information Systems Site Plan no later than September 26, 2020 and said bond to be returned only upon satisfactory completion of said public improvements according to the terms of said Bond and Planning Board decision No. 17-51, any Town departments having jurisdiction thereof, and formal resolution of the Town Board.”

Please contact me if you have any questions or would like to discuss further. Thank you.

RECEIVED ORIGINAL BOND:

_____ Date: _____



AMOUNT: \$63,930.00

BOND NO. 106952880

SITE PLAN
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT WE, United States Information Systems, Inc., a New York Corporation, having an address at 35 West Jefferson Avenue, Pearl River, NY 10965, as "Principal", and Travelers Casualty and Surety Company of America, a Connecticut corporation authorized to do business in the State of New York, having an office at 10 Sentry Parkway Suite 300, Blue Bell, PA 19422, as "Surety," are held and firmly bound unto the TOWN OF ORANGETOWN, a municipal corporation of the State of New York, having its offices at 26 Orangeburg Road, Orangeburg, New York 10962, as "Obligee," in the full and just sum of Sixty Three Thousand Nine Hundred Thirty Dollars and 00/100 DOLLARS (\$63,930.00) LAWFUL MONEY OF THE UNITED STATES, to the payment of which sum, well and truly to be made, Principal and Surety bind themselves, their heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into an agreement with the Town of Orangetown, as Obligee, guaranteeing that Principal will construct, install and complete certain improvements in accordance with, and pursuant to, PB#17-51 and PB#_____, as well as the Town of Orangetown Department of Environmental Management and Engineering (DEME), and Town specifications and requirements, at a certain site known as, "25 Ramland Road Site" located in the hamlet of Orangeburg, Town of Orangetown, Rockland County, New York and designated on the Official Tax Map of the Town of Orangetown as Section 73.20, Block 1, Lot(s) 26; of which improvements shall be maintained and completed on or before 9/26/2020.

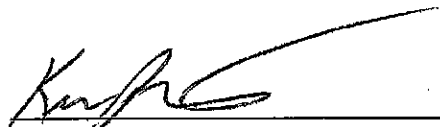
A copy of the DEME calculations and improvements to be completed and which the Principal is required to construct, install and/or maintain, along with a copy of the Planning Board decisions requiring same are annexed hereto and incorporated herein as part and parcel of this agreement by reference.

Surety hereby waives notice, or the right to receive notice, of any extension of time which may be granted by Obligee.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal shall carry out all terms of said agreement and perform all the work as set forth herein, including but not limited to the construction, installation and maintenance of the improvements set forth in the attachments hereto and the requirements and/or approval of any Town agency having jurisdiction over the construction, installation, inspection and/or maintenance of any such improvements, all within the time set forth in said agreement and/or herein, then, upon, and only upon, the adoption of a Resolution by the Obligee's Town Board releasing Principal and Surety from its obligations hereunder, this obligation shall be null and void; otherwise to remain in full force and effect withstanding anything to the contrary set forth herein and/or in said agreement.

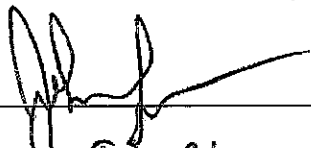
SIGNED, SEALED AND DATED AS OF THIS 28th day of September, 2018.

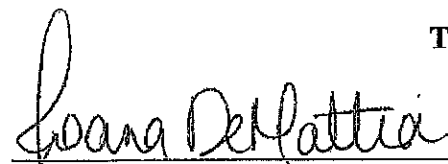
WITNESS/ATTEST:


Name, Title Keith P Boschetti
VP of Finance

PRINCIPAL:


United States Information Systems, Inc.

By: 
Name, Title John R. Laguna, Treasurer
(duly authorized)


Joana DeMattia, Witness as to Surety
(Type Name and, if applicable, Title)

SURETY:

Travelers Casualty and Surety Company of America

By: 
Krystal L. Stravato, Attorney-In-Fact
(Title)Attorney-in-Fact or Officer Title
(duly authorized)

Page 2 of 2
[Acknowledgment within New York State - Principal]

STATE OF NEW YORK)
)ss.:
COUNTY OF *Rockland*)

On the 28 day of September, in the year 2018, before me, the undersigned, a Notary Public in and for said state, personally appeared John R. Laguna, 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 or entity upon behalf of which the individual(s) acted, executed the instrument.

My Commission Expires: 3-31-19

Linda Felice
Notary Public
[Affix Notary Stamp or Seal]

[Acknowledgment within New York State - Surety]

LINDA FELICE
Notary Public - State of New York
No. 01FE5075191
Qualified in Orange County
My Commission Expires Mar 31, 2019

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

On the _____ day of September, in the year 2018, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person or entity upon behalf of which the individual(s) acted, executed the instrument.

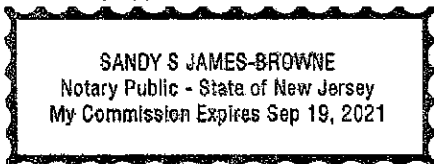
My Commission Expires: _____


Notary Public
[Affix Notary Stamp or Seal]

[OUTSIDE NEW YORK STATE ACKNOWLEDGMENT OF
ATTORNEY-IN-FACT-FOR SURETY]

STATE OF NEW JERSEY)
COUNTY OF MORRIS)ss.:

On the 28th day of September, in the year of 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Krystal L. Stravato, 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, who being by me duly sworn, did say that he/she is the aforesaid Attorney-in-Fact of Travelers Casualty and Surety Company of America, a Connecticut corporation and the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that it was affixed by authority of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like authority; and the aforesaid Attorney-in-Fact acknowledged said instrument to be the free act and deed of, and binding upon, said corporation.




Notary Public
(Affix Notarial Seal or Stamp)

My Commission Expires:

(If Attorney-in-Fact for Surety, annex Surety's authenticated Power of Attorney and Certificate of Authority to execute as such.)



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Krystal L. Stravato** of **WHIPPANY New Jersey**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut
City of Hartford ss.

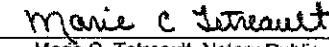
By: 
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **28th** day of **September**, 2018




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2017

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 137,626,346	UNEARNED PREMIUMS	\$ 920,410,346
BONDS	3,372,829,396	LOSSES	820,833,807
STOCKS	328,030,813	LOSS ADJUSTMENT EXPENSES	181,114,296
INVESTMENT INCOME DUE AND ACCRUED	38,230,403	COMMISSIONS	42,188,100
OTHER INVESTED ASSETS	2,041,903	TAXES, LICENSES AND FEES	13,242,950
PREMIUM BALANCES	235,709,938	OTHER EXPENSES	42,889,178
NET DEFERRED TAX ASSET	46,322,463	CURRENT FEDERAL AND FOREIGN INCOME TAXES	1,313,124
REINSURANCE RECOVERABLE	23,906,019	REMITTANCES AND ITEMS NOT ALLOCATED	82,545,307
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	20,555,872	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	35,924,038
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	21,488,218	RETROACTIVE REINSURANCE RESERVE ASSUMED	793,039
ASSUMED REINSURANCE RECEIVABLE AND PAYABLE	626,635	POLICYHOLDER DIVIDENDS	9,857,423
OTHER ASSETS	6,795,705	PROVISION FOR REINSURANCE	5,066,341
		ADVANCE PREMIUM	1,255,758
		ESCHEAT LIABILITY	637,143
		PAYABLE FOR SECURITIES LENDING	20,555,872
		CEDED REINSURANCE NET PREMIUMS PAYABLE	36,704,062
		OTHER ACCRUED EXPENSES AND LIABILITIES	686,489
		TOTAL LIABILITIES	\$ 2,216,124,273
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,570,352,667
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,018,636,327
TOTAL ASSETS	\$ 4,232,750,539	TOTAL LIABILITIES & SURPLUS	\$ 4,232,760,539

STATE OF CONNECTICUT)
 COUNTY OF HARTFORD) SS.
 CITY OF HARTFORD)

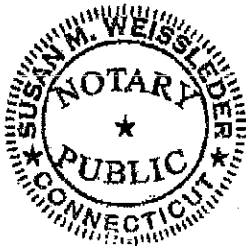
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2017.

Michael J. Doody
 SECOND VICE PRESIDENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS
 18TH DAY OF MARCH, 2018

Susan M. Weissleder
 NOTARY PUBLIC

SUSAN M. WEISSELER
 Notary Public
 My Commission Expires November 30, 2022



Other Business: U.S. Information Systems Site Plan

Recommendation to the Town Board to Establish the Term and Value of the Performance Bond

September 26, 2018

Page 1 of 2

**TO: Joseph Ceva, USIS, 35 West Jefferson Avenue, Pearl River,
New York 10965**
FROM: Town of Orangetown Planning Board

RE: U.S. Information Systems Performance Bond: The application of U.S. Information Systems, owner, to establish the Value and Term of the Performance Bond at a site known as "**U.S. Information Systems Site Plan**", in accordance with Article 16 of the Town Law of the State of New York, the Land Development Regulations of the Town of Orangetown, Chapter 21A of the Code of the Town of Orangetown. The site is located at 25 Ramland Road, Orangeburg, Town of Orangetown, Rockland County, New York, and as shown on the Orangetown Tax Map as Section 73.20, Block 1, Lot 26 in the LIO zoning district.

Heard by the Planning Board of the Town of Orangetown at a meeting held **Wednesday, September 26, 2018**, at which time the Board made the following determinations:

The Board received the following communication:

1. An interdepartmental memorandum from the Department of Environmental Management and Engineering (DEME), Town of Orangetown, signed by Bruce Peters, P.E., dated September 20, 2018.

The hearing was then opened to the Public.

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

RECOMMENDATION: In view of the foregoing, the Planning Board Recommends to the Town of Orangetown Town Board that the value and term of the Performance Bond be established in accordance with the interdepartmental memorandum from the Department of Environmental Management and Engineering (DEME), Town of Orangetown, signed by Bruce Peters, P.E., dated September 20, 2018.

Other Business: U.S. Information Systems Site Plan

Recommendation to the Town Board to Establish the Term and Value of the Performance Bond

September 26, 2018
Page 2 of 2

The term of the Performance Bond shall not exceed two (2) years as set forth in Section 21A-10 of the Town of Orangetown Town Code, which shall be on or before September 26, 2020, and Subject to the Following Conditions:

<u>ITEM</u>	<u>COST</u>
Driveway Openings	\$ 8,400.00
As-Built Drawings	\$ 1,800.00
Storm Drainage	\$ 11,675.00
Soil Erosion & Sediment Control	\$ 31,400.00
Sub-Total	\$ 53,275.00
Administrative Close-out (20% of Sub-Total)	\$ 10,655.00
<u>Total Bond</u>	<u>\$ 63,930.00</u>

Inspection Fee (3% of Sub-Total
of original bond amount) \$ 1,598.25

To be submitted to DEME prior to the onset of construction.

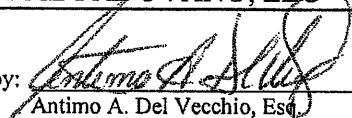
All Bonds are to conform to current town regulations.

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

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

Dated: September 26, 2018
Cheryl Coopersmith
Town of Orangetown Planning Board

Record and Return to:
Antimo A. Del Vecchio, Esq.
Beattie Padovano, LLC
50 Chestnut Ridge Road
Montvale, New Jersey 07645
(201) 573-1810

BEATTIE PADOVANO, LLC
Prepared by: 
Antimo A. Del Vecchio, Esq.

DEED OF DEDICATION

Block 1, Part of Lot 24, Section 77.15

Town of Orangetown, New York

(Right-of-Way Dedication)

This Deed of Dedication is made on September 8, 2017

BETWEEN: LANDMARK TAPPAN, LLC, a New Jersey Limited Liability Company having offices at 392 Main Street, Wyckoff, New Jersey 07481, hereinafter collectively referred to as the "Grantor",

AND: TOWN OF ORANGETOWN, having offices at Town Hall, 26 West Orangeburg Road, Orangetown, New York 10962, hereinafter referred to as the "Grantee."

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. That for and in consideration of less than One (\$1.00) Dollar by the Grantee to the Grantor in hand paid, receipt whereof is hereby acknowledged, the Grantor does hereby give, grant, sell and convey unto the Grantee, its successors and assigns the portion of real estate described herein for road widening including the installation of utilities and sidewalks.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Town of Orangetown, formally designated as Block 1, Lot 24, Section 77.15.

Property. The Property consists of the land and all building and structures on the land as they currently exist, as described below, in the Town of Orangetown, County of Rockland and State of New York. This dedication is made pursuant to action taken by the Orangetown Planning Board in connection with the re-subdivision of the Property. The legal description of the land for this Road Widening/Right of Way Dedication is granted as described in **Exhibit "A"** attached hereto and made a part hereof.

SWIS CODE 392489
SECTION 77.15
BLOCK 1
LOT 24

NOVEMBER 16, 2015
GSG PROJECT NO. G13165

METES & BOUNDS DESCRIPTION
PROPOSED RIGHT OF WAY DEDICATION TO THE TOWN OF ORANGETOWN,
PART OF LOT 24, BLOCK 1, SECTION 77.15
TAPPAN (TOWN OF ORANGETOWN)
ROCKLAND COUNTY, STATE OF NEW YORK

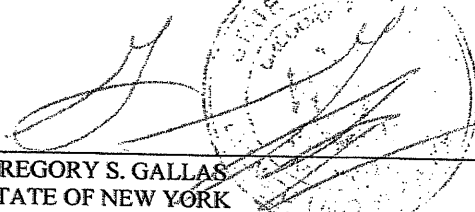
ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE TOWN OF ORANGETOWN, COUNTY OF ROCKLAND AND STATE OF NEW YORK, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF OAK TREE ROAD, WHERE THE SAME IS INTERSECTED BY A NEW LINE DIVIDING LOT 25 AND LOT 24, BLOCK 1, SECTION 77.15, SAID POINT BEING DISTANT THE FOLLOWING COURSES FROM THE SOUTHERLY END OF A LINE CONNECTING SAID WESTERLY LINE OF OAK TREE ROAD WITH THE SOUTHEASTERLY LINE OF NEW YORK STATE HIGHWAY ROUTE 303:

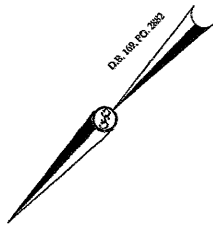
- A) SOUTH 43 DEGREES - 45 MINUTES - 00 SECONDS EAST, A DISTANCE OF 192.72 FEET TO A POINT, THENCE;
 - B) NORTH 46 DEGREES - 15 MINUTES - 00 SECONDS EAST, A DISTANCE OF 9.30 FEET TO A POINT, THENCE;
 - C) SOUTH 43 DEGREES - 45 MINUTES - 00 SECONDS EAST, A DISTANCE OF 50.00 FEET TO THE POINT AND PLACE OF BEGINNING AND FROM SAID BEGINNING POINT RUNNING, THENCE;
1. ALONG A LINE DIVIDING NEW LOT 24 AND NEW LOT 25, BLOCK 1, SECTION 77.15, SOUTH 46 DEGREES - 15 MINUTES - 00 SECONDS WEST, A DISTANCE OF 9.30 FEET TO A POINT, THENCE;
 2. ALONG THE NEW WESTERLY LINE OF OAK TREE ROAD, NORTH 43 DEGREES - 45 MINUTES - 00 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A POINT, THENCE;
 3. ALONG THE FORMER DIVIDING LINE OF LOT 24 AND LOT 25, BLOCK 1, SECTION 77.15, NOW DELETED, NORTH 46 DEGREES - 15 MINUTES - 00 SECONDS EAST, A DISTANCE OF 9.30 FEET TO THE FORMER WESTERLY LINE OF OAK TREE ROAD, THENCE;
 4. CONTINUING ALONG SAID FORMER WESTERLY LINE OF OAK TREE ROAD, SOUTH 43 DEGREES - 45 MINUTES - 00 SECONDS EAST, A DISTANCE OF 50.00 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 465 SQUARE FEET OR 0.0107 ACRE

GALLAS SURVEYING GROUP


GREGORY S. GALLAS
STATE OF NEW YORK
PROFESSIONAL LAND SURVEYOR NO. 50124

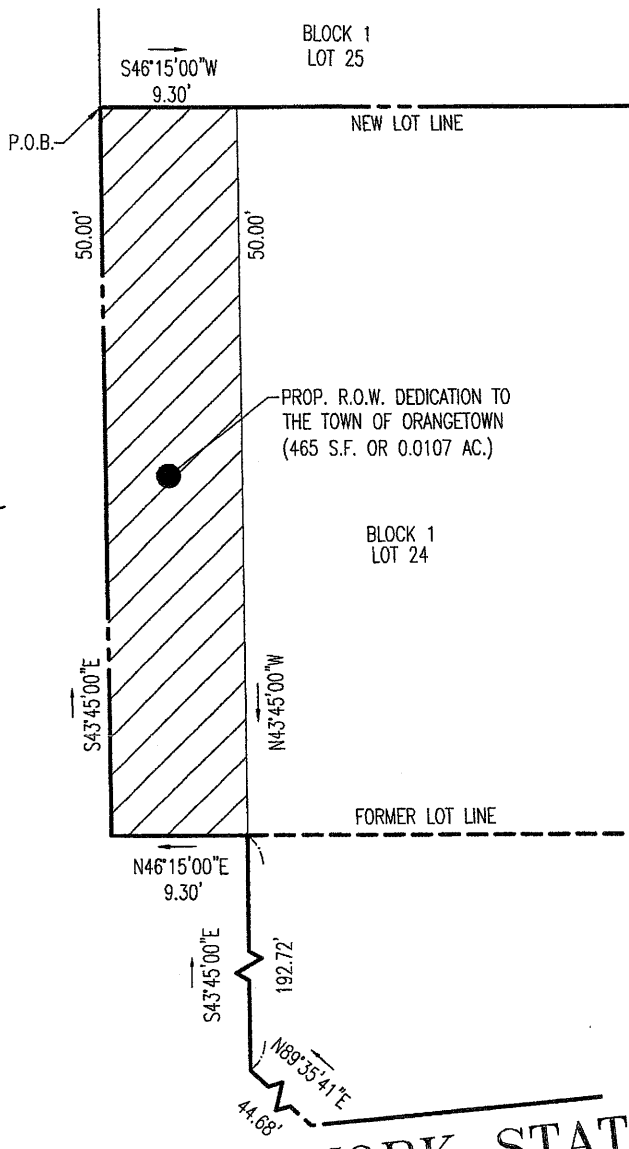
11/16/15
DATE



OAK TREE ROAD



(ASPHALT ROADWAY)



GRAPHIC SCALE



(IN FEET)
1 inch = 10 ft.

**NEW YORK STATE
ROUTE 303**

UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209, SUB-DIVISION 2, OF THE NEW YORK STATE EDUCATION LAW.

GALLAS SURVEYING GROUP		171 CHURCH LANE NORTH BRUNSWICK, NJ 08902 TELE: 732-422-6700 FAX: 732-940-8786 www.gallassurvey.com		PROPOSED R.O.W. DEDICATION FOR LOT 24, BLOCK 1, SECTION 77.15 81 NYSR 303 @ OAK TREE ROAD TAPPAN TOWN OF ORANGETOWN ROCKLAND COUNTY, STATE OF NEW YORK	
DATE	SCALE	DRAWN:	CHECKED:		
11-16-2015	1"=10'	K.G.G.	G.S.G.		
FIELD DATE	FIELD BOOK	PAGE	FIELD CREW		
10-12-2015	49	96	M.S.J.V.		
FILE NO.:	DRAWING NAME/SHEET NO.		DATE		
G13165	G13165 1 OF 1		GREGORY S. GALLAS NEW YORK PROFESSIONAL LAND SURVEYOR #111615		11/16/15

Record and Return to:
Antimo A. Del Vecchio, Esq.
Beattie Padovano, LLC
50 Chestnut Ridge Road
Montvale, New Jersey 07645
(201) 573-1810

BEATTIE PADOVANO, LLC
Prepared by: *Antimo A. Del Vecchio*
Antimo A. Del Vecchio, Esq.

**NON-EXCLUSIVE
DEED OF EASEMENT
FOR BUS SHELTER**

This Deed of Dedication is made on September 9, 2017

BETWEEN: LANDMARK TAPPAN, LLC, a New Jersey Limited Liability Company having offices at 392 Main Street, Wyckoff, New Jersey 07481, hereinafter collectively referred to as the "Grantor",

AND: TOWN OF ORANGETOWN, having offices at Town Hall, 26 West Orangeburg Road, Orangetown, New York 10962, hereinafter referred to as the "Grantee."

1. **Grant of Easement**

A. **Perpetual Rights.** The Grantor grants to the Grantee a perpetual non-exclusive bus shelter easement (herein "Easement") through, over, upon, under, in and across the property described in metes and bounds as set forth in **Exhibit "A"** annexed hereto (herein the "Easement Area").

B. **Purpose of Easement.** This Easement shall be solely for the construction, maintenance, repair and use of the Easement Area for a single bus shelter not exceeding ten (10) feet in height (hereinafter the "Facilities") with the perpetual

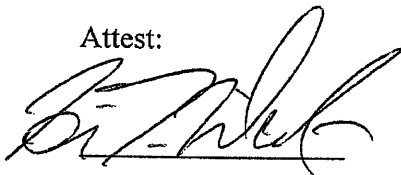
SWIS CODE 392489
SECTION 77.15
BLOCK 1
LOT 24

right to construct, reconstruct, operate, inspect, protect, repair or replace all Facilities constructed within the Easement Area.

2. **Consideration.** This Deed is made for valuable consideration of \$1.00 Dollar(s), the receipt and sufficiency of which are hereby acknowledged by Grantor.
3. **Tax Map Reference.** (N.J.S.A. 46:15-2.1) Town of Orangetown, formally designated as Block 1, Lot 24, Section 77.15.
4. **Property.**
 - A. The Property consists of the land and all building and structures on the land as they currently exist, as described below, in the Town of Orangetown, County of Rockland and State of New York. This dedication is made pursuant to action taken by the Orangetown Planning Board in connection with the re-subdivision of the Property. The legal description of the land for this Non-Exclusive Bus Shelter Easement is granted as described in **Exhibit "A"** attached hereto and made a part hereof.
 - B. Subject to covenants, easements and restrictions of record affecting said Property, sub-surface conditions, all governmental laws, ordinances and regulations regarding the use of said Property and any and all facts which would be disclosed by a complete and accurate survey and title search.
5. **Conditions.** This Easement is subject to the following terms, conditions and limitations:
 - A. The Grantee, its servants, employees and agents shall exercise their best efforts to minimize any disturbance or negative impact upon Grantor and its tenants.


- B. The grant of this Easement is conditioned upon Grantee's prompt and complete repair of any damage to Grantor's real property and/or improvements occasioned by any entry and/or activity pursuant to this Easement and to the prompt and complete restoration of Grantor's property, at Grantee's sole cost and expense, to the same condition prior to entry.
 - C. Grantee shall indemnify, defend and hold harmless Grantor and its tenants, employees, members, officers, representatives, agents and affiliates from and against any loss, costs, claims or liabilities arising in connection with the Easement, the Easement Area, the Facilities and/or any use or misuse thereof by Grantee, its agents, employees, representatives or affiliates, or any third party. Grantee represents and covenants that this has and will continue to maintain reasonable and adequate insurance coverage in connection with the above indemnity.
6. **Maintenance.**
- A. Grantee shall be responsible, at its sole cost and expense, for the construction, repair, maintenance, replacement and reconstruction of all "Facilities" that it constructs in the Easement Area. In the event Grantee shall wish to perform any maintenance or repair, other than usual and customary maintenance, Grantee shall provide reasonable prior written notice to Grantor.
 - B. Grantee shall maintain and repair the sidewalks, handicapped ramps and grass and/or landscape areas, if any, in the Easement Area, and keep same in good condition, at the sole cost and expense of the Grantee.

7. **Who is Bound.** The terms and conditions of this Deed are legally binding upon the Parties and shall inure to the benefit of the respective successors and/or assigns of Grantor and Grantee.
8. **Modification of Deed.** Any modification of this Deed or additional obligation assumed by either party in connection with this Deed shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

Attest:


Date: 9/8/17


LANDMARK TAPPAN, LLC

BY: 
 Name: Thomas Tourso
 Title: Managing Member

ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) SS:
 COUNTY OF BERGEN)

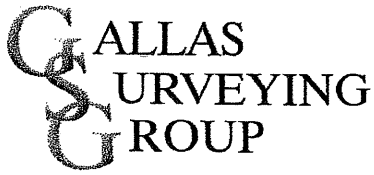
On the day 8 of September in the year 2017, before me personally appeared Thomas Tourso, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he is a duly authorized member of Landmark Tappan, LLC, the limited liability company described in said instrument; that he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.


 Thomas Tourso

Sworn and subscribed to
 before me this 8 day of
September, 2017



KYLE C. STAR
 NOTARY PUBLIC OF NEW JERSEY
 Comm. # 50055456
 My Commission Expires 2/23/2022



2865 U.S. Route 1
North Brunswick, NJ 08902
Tele: 732-422-6700
Fax: 732-940-8786
www.gallassurvey.com

November 17, 2015
Revised: November 14, 2016
GSG PROJECT NO. G13165

METES & BOUNDS DESCRIPTION
PROPOSED SHELTER EASEMENT PART OF LOT 24, BLOCK 1, SECTION 77.15
TAPPAN (TOWN OF ORANGETOWN)
ROCKLAND COUNTY, STATE OF NEW YORK


ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE TOWN OF ORANGETOWN, COUNTY OF ROCKLAND AND STATE OF NEW YORK, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF OAK TREE ROAD, SAID POINT BEING DISTANT SOUTH 43 DEGREES – 45 MINUTES – 00 SECONDS EAST, A DISTANCE OF 55.90 FEET FROM THE SOUTHERLY END OF A LINE CONNECTING THE WESTERLY LINE OF OAK TREE ROAD WITH THE SOUTHEASTERLY LINE OF NEW YORK STATE HIGHWAY ROUTE 303 AND FROM SAID BEGINNING POINT RUNNING, THENCE;

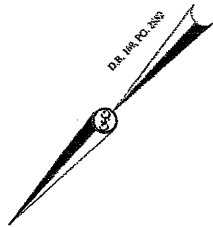
1. ALONG SAID WESTERLY LINE OF OAK TREE ROAD, SOUTH 43 DEGREES - 45 MINUTES – 00 SECONDS EAST, A DISTANCE OF 12.00 FEET TO A POINT, THENCE; RUNNING THROUGH LOT 24 THE FOLLOWING THREE COURSES:
2. SOUTH 46 DEGREES – 15 MINUTES – 00 SECONDS WEST, A DISTANCE OF 4.00 FEET TO A POINT, THENCE;
3. NORTH 43 DEGREES – 45 MINUTES – 00 SECONDS WEST, A DISTANCE OF 12.00 FEET TO A POINT, THENCE;
4. NORTH 46 DEGREES – 15 MINUTES – 00 SECONDS EAST, A DISTANCE OF 4.00 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 48 SQUARE FEET OR 0.0011 ACRE

GALLAS SURVEYING GROUP


 GREGORY S. GALLAS
 STATE OF NEW YORK
 PROFESSIONAL LAND SURVEYOR NO. 50124

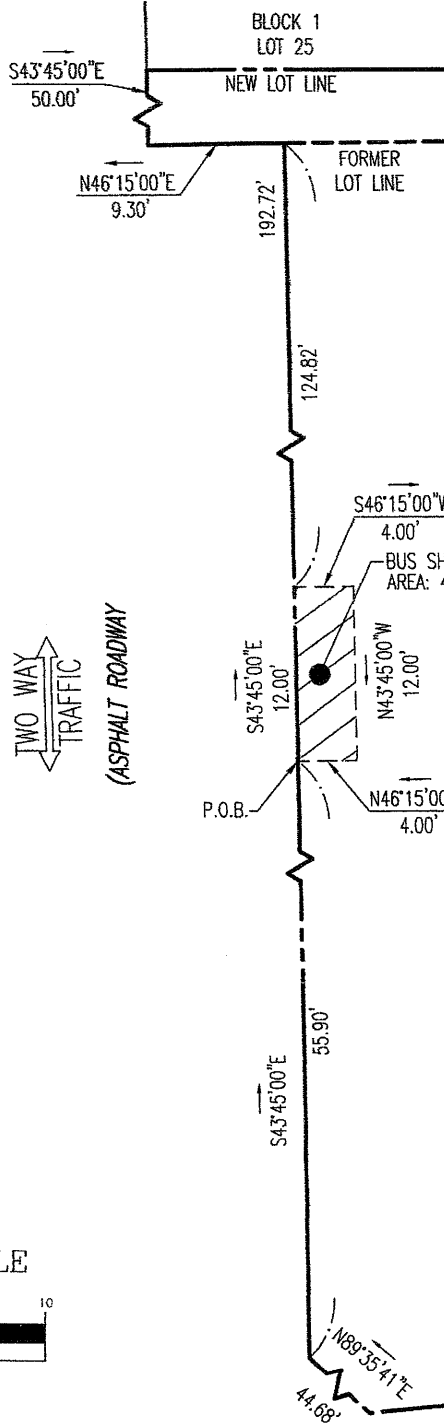
11/14/16
DATE



OAK TREE ROAD

TWO WAY TRAFFIC

(ASPHALT ROADWAY)



GRAPHIC SCALE



(IN FEET)
1 inch = 10 ft.

UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209, SUB-DIVISION 2, OF THE NEW YORK STATE EDUCATION LAW.

NEW YORK STATE ROUTE 303

1	REVISE BUS SHELTER EASEMENT	K.G.G.	11-14-16
No.	DESCRIPTION OF REVISION	DRAWN:	DATE

GALLAS SURVEYING GROUP

2865 US ROUTE 1
NORTH BRUNSWICK, NJ 08902
TELE: 732-422-6700
FAX: 732-940-8786
www.gallasurveying.com

PROPOSED SHELTER EASEMENT FOR LOT 24, BLOCK 1, SECTION 77.15

81 NYSR 303 @ OAK TREE ROAD
TAPPAN TOWN OF ORANGETOWN
ROCKLAND COUNTY, STATE OF NEW YORK

DATE	SCALE	DRAWN:	CHECKED:
11-16-2015	1"=10'	K.G.G.	G.S.G.
FIELD DATE	FIELD BOOK	PAGE	FIELD CREW
10-12-2015	49	96	M.S./J.V.
FILE NO.:	DRAWING NAME/SHEET NO.		
G13165	G13165 1 OF 1		

NOT VALID UNLESS SIGNED AND SEALED IMPRESSION OR BLUE INK SEAL

GREGORY S. GALLAS
NEW YORK PROFESSIONAL LAND SURVEYOR

DATE: 11/14/16

PB#18-37: Walgreens Site Plan – Recommendation to the Town Board to Release the Performance Bond

**Town of Orangetown Planning Board Recommendation
October 10, 2018
Page 1 of 2**

TO: David Hellman, Landmark Tappan, LLC, 392 Main Street,
Wyckoff, New Jersey 07481

FROM: Town of Orangetown Planning Board

RE: Walgreens Performance Bond: The application of Landmark Tappan, applicant for Super Power, Inc., owner, for a Recommendation to the Town Board to Release the Performance Bond at a site known as “Walgreens Performance Bond”, in accordance with Article 16 of the Town Law of the State of New York, the Land Development Regulations of the Town of Orangetown. The site is located at 81 Route 303, Tappan, Town of Orangetown, Rockland County, New York, and as shown on the Orangetown Tax Map as Section 77.15, Block 1, Lot 24/25 in the CS & CO zoning districts.

Heard by the Planning Board of the Town of Orangetown at a meeting held **Wednesday, October 10, 2018**, at which time the Board made the following determinations:

David Hellman appeared and testified.

The Board received the following communications:

1. Project Review Committee Report dated October 3, 2018.
2. An Interdepartmental memorandum from the Office of Building, Zoning, Planning Administration and Enforcement, Town of Orangetown, signed by Jane Slavin, R.A., AIA, Director, dated October 9, 2018.
3. An Interdepartmental memorandum from the Department of Environmental Management and Engineering (DEME), Town of Orangetown signed by Eamon Reilly, P.E., Commissioner, dated September 25, 2018, and from the Highway Department, signed by James Dean, Superintendent of Highways, dated September 26, 2018.
4. A letter from David Hellman, Project Manager, Landmark Tappan, LLC, dated September 20, 2018, with an attachment of the Performance Bond.
5. An Interdepartmental memorandum from the Department of Environmental Management and Engineering (DEME), Town of Orangetown, signed by Bruce Peters, P.E., dated November 9, 2015, with an attachment of the “Other Business” Recommendation to the Town Board to Establish Value and Term of the Performance Bond, dated November 9, 2015.
6. A copy of the Performance Bond, in the amount of \$176,622.00, Bond No. S-301082.

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

TOWN CLERK'S OFFICE

2018 OCT 26 P 2:16

TOWN OF ORANGETOWN

**PB#18-37: Walgreens Site Plan -- Recommendation to the Town Board to
Release the Performance Bond**

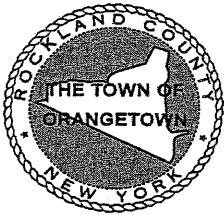
**Town of Orangetown Planning Board Recommendation
October 10, 2018
Page 2 of 2**

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

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

Dated: October 10, 2018 *Cheryl Coopersmith*
Cheryl Coopersmith
Chief Clerk Boards and Commissions

TOWN OF ORANGETOWN
2018 OCT 26 P 2:16
TOWN CLERK'S OFFICE



Department of Environmental Management and Engineering
Town of Orangetown

RECEIVED
SEP 25 2018

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

127 Route 303 Orangeburg New York 10962
Tel: (845) 359-6502 • Fax: (845) 359-6951
September 25, 2018

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

Re: Walgreens Site Plan
Performance Bond Release

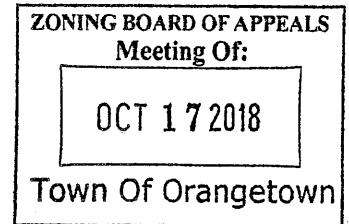
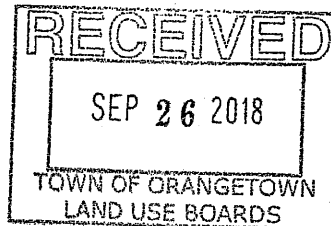
(YY-MM-Tax Lot #)**
Tracking # 15-11-77:15:24 & 25
Bond Amount \$ 176,622.00

Gentlemen:

Please be advised that all of the requirements of our respective Departments have been completed/ satisfied and we therefore recommend the release of the Performance Bond for the above referenced project.

<u>Department</u>	<u>Signature</u>	<u>Date</u>
Engineering Department	 Eamon Reilly, P.E. Commissioner	<u>09-25-2018</u>
Highway Department	 James J. Dean, Superintendent	<u>9-26-18</u>
Sewer Department	 Eamon Reilly, P.E. Commissioner	<u>09-25-2018</u>

cc: Town Attorney
J. Slavin
R. Sfraga
Highway file
Sewer file



* Copies of completed form to be sent to all signees'
** Year and month are from Planning Board decision establishing Performance Bond,
tax lot # is of site prior to subdivision of lot.



KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint Donald W Daves, Thomas V Perna, Patrick O Perna, Jennifer L Fugate its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

- 1. No one bond to exceed Ten Million Dollars (\$10,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the NGM Insurance Company, the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 20th day of March, 2013.

NGM INSURANCE COMPANY By:

Bruce R Fox
Bruce R Fox
Vice President, General
Counsel and Secretary



State of Florida,
County of Duval,

On this March 20th, 2013, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce R Fox of the NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid; that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 20th day of March, 2013.

Tasha Palfot



I, Brian J Beggs, Vice President of the NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 19th day of November, 2015.

Brian J Beggs

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.



NGM INSURANCE COMPANY

AMOUNT: \$176,622.00

BOND NO.S-301082

SITE PLAN
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT WE, Landmark Tappan, LLC a Limited Liability Company, having an address at 392 Main Street, Wyckoff, NJ 07481, as "Principal", and NGM Insurance Company, a Florida corporation authorized to do business in the State of New York, having an office at 4601 Touchton Road East, Suite 3400, Jacksonville, FL 32246, as "Surety," are held and firmly bound unto the TOWN OF ORANGETOWN, a municipal corporation of the State of New York, having its offices at 26 Orangeburg Road, Orangeburg, New York 10962, as "Obligee," in the full and just sum of One Hundred Seventy-Six Thousand, Six Hundred Twenty-Two & No/100 DOLLARS (\$176,622.00) LAWFUL MONEY OF THE UNITED STATES, to the payment of which sum, well and truly to be made, Principal and Surety bind themselves, their heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into an agreement with the Town of Orangetown, as Obligee, guaranteeing that Principal will construct, install and complete certain improvements in accordance with, and pursuant to, PB#15-22 and PB#14-24, ZBA#15-24 as well as the Town of Orangetown Department of Environmental Management and Engineering (DEME), and Town specifications and requirements, at a certain site known as, "Walgreens Site" located in the hamlet of Tappan, Town of Orangetown, Rockland County, New York and designated on the Official Tax Map of the Town of Orangetown as Section 77.15, Block 1, Lot 24; of which improvements shall be maintained and completed.

A copy of the DEME calculations and improvements to be completed and which the Principal is required to construct, install and/or maintain, along with a copy of the Planning Board decisions requiring same are annexed hereto and incorporated herein as part and parcel of this agreement by reference.

Surety hereby waives notice, or the right to receive notice, of any extension of time which may be granted by Obligee.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal shall carry out all terms of said agreement and perform all the work as set forth herein, including but not limited to the construction, installation and maintenance of the improvements set forth in the attachments hereto and the requirements and/or approval of any Town agency having jurisdiction over the construction, installation, inspection and/or maintenance of any such improvements, all within the time set forth in said agreement and/or herein, then, upon, and only upon, the adoption of a Resolution by the Obligee's Town Board releasing Principal and Surety from its obligations hereunder, this obligation shall be null and void; otherwise to remain in full force and effect withstanding anything to the contrary set forth herein and/or in said agreement.

SIGNED, SEALED AND DATED AS OF THIS 19th day of November, 2015

WITNESS/ATTEST:

Tom Tourso Partner
(Type Name and, if applicable, Title)

Landmark Tappan, LLC

By: Laurence Liebowitz
Laurence Liebowitz, (Managing Member)

NGM Insurance Company


Donald W. Daves
(Type Name and, if applicable, Title)

By: Donald W. Daves
Donald W. Daves, Attorney-in-fact

[OUTSIDE NEW YORK STATE ACKNOWLEDGMENT OF
ATTORNEY-IN-FACT-FOR SURETY]

STATE OF New Jersey)
COUNTY OF Bergen)ss.:

On the 19th day of November, in the year of 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Donald W. Daves, 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, who being by me duly sworn, did say that he/she is the aforesaid Attorney-in-Fact of NGM Insurance Company, a Florida corporation and the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that it was affixed by authority of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like authority; and the aforesaid Attorney-in-Fact acknowledged said instrument to be the free act and deed of, and binding upon, said corporation.


Jennifer L. Fugate, Notary Public
(Affix Notarial Seal or Stamp)

My Commission Expires: 12/05/2017

(If Attorney-in-Fact for Surety, annex Surety's authenticated Power of Attorney and Certificate of Authority to execute as such.)

JENNIFER FUGATE
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES DEC. 5, 2017

[OUTSIDE NEW YORK STATE ACKNOWLEDGMENT
OF OFFICER OF CORPORATE SURETY]

STATE OF

}

}ss:

COUNTY OF

}

On the ____ day of _____, in the year of 2002, before me, the undersigned, a Notary Public in and for State, personally appeared _____, 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, who being by me duly sworn, did say that he/she is the _____ of _____, a _____ corporation and the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by authority of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like authority.

Notary Public

(Affix Notarial Seal of Stamp)

My Commission Expires:



THE MAIN STREET AMERICA GROUP



I certify that at the Annual Meeting of the Directors of the NGM Insurance Company duly called and held at Jacksonville, Florida on March 13, 2015, the following officers were elected and remain in office:

THOMAS M. VAN BERKELCHAIRMAN OF THE BOARD, PRESIDENT AND CHIEF EXECUTIVE OFFICER
 EDWARD J. KUHL.....EXECUTIVE VICE PRESIDENT, CHIEF FINANCIAL OFFICER & TREASURER
 STEVEN J. PEETERS.....EXECUTIVE VICE PRESIDENT, CHIEF OPERATING OFFICER
 JEFFREY B. KUSCH, ANTONIA M. PORTERFIELD
 MICHAEL D. LANCASHIRE,SENIOR VICE PRESIDENTS
 BRUCE R FOXVICE PRESIDENT, GENERAL COUNSEL & SECRETARY
 BRIAN J. BEGGS, DANIEL J. GAYNOR, DAVID S. MEDVIDOFSKY,
 JOHN THOMPSON, ROBERT HETZEL, DEBORAH E. MURPHY.....VICE PRESIDENTS
 AMY J. FREDERICKVICE PRESIDENT & CHIEF INFORMATION OFFICER
 THOMAS T. FRAZIER.....VICE PRESIDENT & CHIEF INVESTMENT OFFICER
 DEAN P. DORMAN..... VICE PRESIDENT & CHIEF ACTUARY
 CATHERINE PARRISH, DEBRA POSPIEL, DEBORAH COHEN-JANSEN,
 LISA MURMAN, RONALD PROFAIZER, CHRISTOPHER COX..... ASSISTANT VICE PRESIDENTS
 TIMOTHY O. MUZZEYASSISTANT VICE PRESIDENT/ACTUARY
 KIMBERLY K. LAW, MARK FRIEDLANDER, KATHLEEN KILLGORE,
 NANCY PALMISANO, MICHELE SEYMOUR, ALICE MORIARTY,
 JEFFREY PRICE, DARRYL OSMAN ASSISTANT SECRETARIES

REGIONAL PRESIDENTS (Appointed)

MARK BERGER..... REGIONAL PRESIDENT, NORTHEAST REGION
 STEVE BERRY.....REGIONAL PRESIDENT, NEW ENGLAND REGION
 GREGG EFFNER.....REGIONAL PRESIDENT, SOUTHEAST REGION
 TIFFANY DALY.....REGIONAL PRESIDENT, MIDWEST REGION

I further certify that the following statement of the Company is true as taken from the records of said Company as of December 31, 2014.

ADMITTED ASSETS

Bonds at Amortized Values \$1,408,509,937
 Stocks at Market Value..... 356,781,374
 First Mortgage Loans 16,815,311
 Real Estate 4,144,352
 Cash in Office and Banks 21,286,621
 Short-Term Investments 9,745,109
 Agent's Balance (Less than 90 Days) 235,581,413
 Accrued Interest 13,170,198
 Other Assets 248,366,460
TOTAL ADMITTED ASSETS \$2,314,400,775

LIABILITIES

Reserve for Losses \$626,387,827
 Reserve for Loss Adjustment Expenses 117,691,918
 Reserve for Unearned Premiums 467,003,904
 Reserve for Other Underwriting Expenses 38,111,526
 Reserve for Taxes, Licenses, and Fees 9,878,431
 Loss Drafts in Transit 25,605,714
 Other Liabilities 61,499,712
 Total Liabilities 1,346,179,032
 Policyholders' Surplus 968,221,743
TOTAL \$2,314,400,775

Securities as deposited by law, included above = \$ 11,725,769

I further certify that the following is true and exact excerpt from Article IV, Section 2 of the By-Laws of NGM Insurance Company which is still valid and existing.

"The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

Subscribed and Sworn to before me
 on this 17th day of March, 2015

[Signature]



IN WITNESS THEREOF I hereunto subscribe
 my name and affix the seal of said company
 this 17th day of March, 2015

[Signature]



Quotation *by St. Croix Sensory, Inc.*



Company: **Town of Orangetown**
 Attn: **Jane Slavin**
 Address: **20 Greenbush Road**

 City, State: **Orangeburg, NY 10962**
 Tel: **(845)359-8410 x4302**
 E-mail **jslavin@orangetown.com**

Quotation (RMA) No: 18295141
 Date Issued: 10.22.18

<i>Service/Product Description</i>	<i>Qty</i>	<i>Rate</i>	<i>Total</i>
Nasal Ranger® Field Olfactometer (P/N: NR0001) Package includes: (1) 1-NR, 4-Odor Filter Cartridges, 1-Mask w/Check Valves and Comfort Seal, 10-Comfort Seals, 10-Mask Wipes, 1-Shoulder Strap, 1-Carrying Bag, 4-Mask O-rings, 1-Barrel Brush, 1-Operations Manual; (2) 1-NR Training Access Code; (3) Odor Track'r 6 mo Subscription. UPS Ground Shipping Included within US	1	\$2,750.00	\$2,750.00

Prepared by: Marny Stebbins

\$2,750.00
All prices in U.S. Dollars

Terms: Net 30

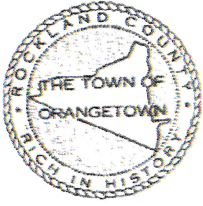
Comments:

7% discount off laboratory evaluations if payment is made by credit card at time of order.

A service charge of 1.5% per month, 18% APR, will be added to balances over 60 days old. Please read the *Laboratory Services Terms & Conditions* .

Quote good for 60 days & Confidential

St. Croix Sensory, Inc. 1150 Stillwater Blvd N. Stillwater, MN 55042 U.S.A. Tel:800-879-9231 Fax:651-439-1065
 Email:stcroix@fivesenses.com Web:www.fivesenses.com



TOWN OF ORANGETOWN PARKS & RECREATION
81 HUNT ROAD, ORANGETOWN, NY 10962
(845) 359-6503



SHOWMOBILE RESERVATION PROCEDURES
Town of Orangetown, Orangetown NY

The Town of Orangetown through the Parks & Recreation Department supports a variety of non-profit organization community events. Priority scheduling is given to Orangetown Parks & Recreation events and then Town of Orangetown Department requests.

Due to the Orangetown Summer Concert Series the Orangetown Showmobile will not be available beginning July 1st to August 20th this year.

Use of the Showmobile is NOT confirmed until:

1. Your completed application is received by the Orangetown Office of Recreation & Parks.
2. A certificate of insurance listing the Town of Orangetown as additionally insured is provided. Certificate of insurance must accompany the completed application.
3. Your organization has been informed that the application is complete.
4. Your application is approved by resolution by the Orangetown Town Council and the Office of Recreation and Parks has notified you of such.

There are two fees associated with the rental of the Showmobile:

A rental fee of \$400.00 (applicable to all groups)

Staffing overtime (waived by the Town Board for non-profits)

The organization will receive an emailed invoice after their event is complete. Payment is expected no later than 14 days after receipt of such invoice.

Space and Placement

The total area required for the showmobile placement is 50 feet in length, 15 feet in width and 25 feet in height.

The placement of the Showmobile is at the discretion of the Orangetown Parks & Recreation staff. Although all efforts will be made to meet requests, this equipment does not go off road, over curbing or over rough terrain.

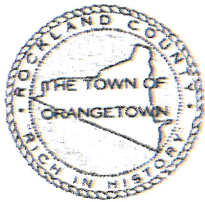
A member of the organization renting the unit must be on site at time arrival for proper set up as well as time of departure to assure all event tasks have been completed (i.e. removal of equipment)

Any changes/cancellations (unless otherwise agreed upon) to the event must be made 24 hours in advance by contacting Mark Albert at malbert@orangetown.com

By initialing below the applicant agrees to having read the procedures listed above:

(over)

(Renter's initials required)



TOWN OF ORANGETOWN PARKS & RECREATION
81 HUNT ROAD, ORANGETOWN, NY 10962
(845) 359-6503



2018 Application for Showmobile Use

Event/Festival Name: CVFA HOLIDAY PARADE - ORANGETOWN FIRE DEPT
 Organization Name: ORANGETOWN VOLUNTEER HOLIDAY PARADE
 Applicant's Name: PETE BYRNE Phone (w): 845 359 5921
 Address: 61 DUTCH HILL City: ORANGETOWN Zip: 10962
 Cell Phone 845 721 4267 E-Mail: PBYRNE@ORANGETOWNFD.ORG
 Day SATURDAY Date 12/8/2018 Time of Set-up: 4 PM Time of Take-down: 9 PM
 Requested Location (park, street, location on premises, etc., be specific, attach map if needed):
DUTCH HILL ROAD - ACROSS FROM FIREHOUSE

Showmobile stage measures **28 feet long x 14 feet 7 inches deep x 25 feet high** when open. One set of stairs is available with hand railings. (Please note that this measurement does not include the trailer hitch or the tow vehicle. See space requirements below.) *The Showmobile does not have a sound system and comes with fluorescent lighting only.*

Stair Arrangement: (1 set of stairs) Left side of stage Right side of stage Front of stage

The lights require a 110 volt, 20 amp circuit to plug into within 150 feet of the right front side of the Showmobile. The stage does not come with a generator. Additional electrical equipment must be plugged into a separate circuit. Sign or banners may only be hung with permission.

Please describe in detail what the stage will be used for and how you intend to set it up: (Note: The Town seal is not to be covered and no nails, staples or tacks may be used to attach any items to the Showmobile)

REVIEWING STAND

Showmobile space requirements:

- The showmobile must be parked in a relatively level space.
- The area must be free of obstructions such as overhanging tree limbs, electrical wires, etc.
- **The total area needed for the showmobile is a space 50 feet in length, 15 feet in width and 25 feet in height.**
- The tow vehicle must remain with the showmobile for the duration of the event.
- In the event of winds or wind gusts in excess of 30 MPH, the stage canopy must be closed.

Additional Requirements:

- **Certificate of insurance required at time of reservation naming the Town of Orangetown as additionally insured.**
- **Any changes to the event must be made 24 hours in advance by contacting Mark Albert at malbert@orangetown.com**

I have read, understand and agree to all conditions listed on above:

Applicant's Signature Pete Byrne Date 10/30/2018
 Department Approval Mark W Albert Date 10/30/18



18-SP 38

ORANG-2

OP ID: 3PAT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/09/2018

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

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

PRODUCER
CLG Insurance
172 Main Street
Manuet, NY 10954
DSL Enterprises LLC

845-623-3434

RECEIVED

JUL 27 2018

CONTACT NAME:
PHONE (A/C, No, Ext): 845-623-3434 FAX (A/C, No): 845-623-4332
E-MAIL ADDRESS: certificates@clginsurance.com

INSURED Orangeburg Fire District
61 Dutch Hill Road
Orangeburg, NY 10962

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Arch Insurance Company	11150
INSURER B: State Insurance Fund	35102
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD YWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Vol Emer Srv 1mil GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC OTHER:		MEPK08634402	02/24/2018	02/24/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMPIOP AGG \$ 10,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		MEPK08634402	02/24/2018	02/24/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		MEUM08121302	02/24/2018	02/24/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A	W11710639 W11710308	03/01/2018 03/01/2018	03/01/2019 03/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER

CANCELLATION

Town of Orangetown
26 Orangeburg Road
Orangeburg, NY 10962

TOWNOFO

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

AUTHORIZED REPRESENTATIVE

Edward J. Cappas

JAMES J. DEAN
Superintendent of Highways
Roadmaster II

Orangetown Representative
R.C. Soil & Water Conservation Dist.-Chairman
Member:
American Public Works Association NY Metro Chapter
NYS Association of Town Superintendents of Highways
Hwy. Superintendents' Association of Rockland County



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

Memorandum

Date: November 7, 2018

To: Town Board

From: James J. Dean, Superintendent of Highways

Re: Declare Surplus – Highway Department Equipment

Approve for Surplus/Highway Department

Resolved, that upon the recommendation of the Superintendent of Highways, approve for surplus the following equipment:

2006	Komatsu FG25T-14 forklift	591564A
2009	Morbark M18R wood chipper	4S8SZ19139W051531
2004	Tarco Windy-400 leaf machine	LW1914A8597L02
2004	Tarco Windy-400 leaf machine	LW1914A8598L02
2007	Trackless MT5TD multi-purpose	3528
2004	Freightliner FC-80/ Tymco 600	1FVAB6BV64DN04453
2008	Ford F550 Mason truck	1FDAF57R18EE10806

kj

