

**AGREEMENT BY AND BETWEEN
COMMUNITY AWARENESS NETWORK FOR A
DRUG-FREE LIFE AND ENVIRONMENT, INC.
AND
TOWN OF ORANGETOWN**

Agreement dated _____ day of JUNE, 2022 by and between COMMUNITY AWARENESS NETWORK FOR A DRUG-FREE LIFE AND ENVIRONMENT, INC., a not-for-profit corporation with offices at 120 N. Main Street, Suite 301, New City, New York 10956, hereinafter referred to as “CANDLE”, and the TOWN OF ORANGETOWN, a municipal corporation, having its offices at 26 Orangeburg Road, Orangeburg New York 10962, hereinafter referred to as “TOWN”,

WHEREAS, CANDLE seeks to promote the prevention of substance abuse and violence amount youth, and improve the health and climate of our schools and community by providing prevention education and resistance strategies to youth, and support programs for young people at risk, all for the benefit of the youth of Rockland County, including those who reside in the Town of Orangetown; and

WHEREAS, the TOWN recognizes the vital service that CANDLE provides to the residents of the TOWN, which service the TOWN would be required to provide, in some manner, were it not for the programs and other services delivered by CANDLE; and

WHEREAS, the TOWN wishes to continue its relationship with CANDLE, in the best interests of the youth of the TOWN, by providing economic assistance for calendar year 2022, absent which CANDLE will be unable to provide the level of service that it presently provides; and

WHEREAS, CANDLE’S programs are open to all young persons who reside in the Town of Orangetown;

NOW, THEREFORE, in consideration of the aforesaid, it is agreed as follows:

1. The TOWN agrees to pay CANDLE the sum of THIRTY THOUSAND AND 00/100 (\$30,000.00) DOLLARS as economic assistance toward the services to be provided by CANDLE during calendar year 2022 to the youth of the Town of Orangetown.

2. CANDLE agrees to offer primary prevention services at the CANDLE Centers located at:

- a. Tappan Zee High School, 15 Dutch Hill Road, Orangeburg, New York 10962
- b. Pearl River High School, 275 E. Central Avenue, Pearl River, New York 10965,
and
- c. The Nyack Center, 58 Depew Avenue, Nyack, New York 10960,

during scheduled hours of operation and at other locations as may be appropriate, throughout calendar year 2022, which programs and services shall be available to all young persons residing in the Town of Orangetown.

3. In consideration of the assistance provided hereunder, in addition to the stated services and programs to be provided, CANDLE further agree shall defend, indemnify and hold the TOWN, its Officers, Elected Officials and/or Employees, harmless from any and all liability, including from any claims, suits, judgments or otherwise, including attorneys' fees, costs and expenses, arising from, relating to, or as a result of the services and operations that CANDLE is providing to and/or on behalf of the TOWN.

4. CANDLE shall procure and maintain throughout the term of this agreement, on a claims made basis, a policy of general liability insurance in an amount no less than ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS, with excess coverage of at least an additional ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS, naming the TOWN OF ORANGETOWN as an additional insured thereon, and further providing that same shall not be terminated, discontinued or permitted to lapse except upon prior written notice to the Town of not less than THIRTY (30) days. CANDLE shall provide the TOWN with an insurance certificate, in a form acceptable to the Town Attorney, wherein the TOWN is named as an additional insured. CANDLE shall further provide proof of workers' compensation, disability and other insurance coverage as may be required by law.

5. By affixing their signatures hereto, the executing parties represent and acknowledge that each has the authority to do so and to bind the entity for which it signs.

This Agreement was approved by Town Board Resolution # _____ of 2022, duly adopted at a regular meeting of the Town Board held on JUNE _____, 2022.

Donald Brenner, P.E., LL.B.

*Attorney-At-Law • Professional Engineer
4 Independence Avenue, Tappan, New York 10983*

Phone 845-359-2210

March 25, 2022

Fax 845-359-8070

Commissioner Charles H. Vezzetti
Orangetown Sanitation Commission
Rockland County Highway Department
23 New Hempstead Road
New City, NY 10956

Re: Residential Garbage Haulers
Town on Orangetown
22-1394-9

Dear Commissioner Vezzetti:

The licensed garbage haulers of the Town have provided excellent and continuous service to the residents of the Town for over fifty years. The haulers have not received an increase for their services since 2019, even though the cost of operation and maintenance has substantially increased.

To be more specific in this time period:

<u>Item</u>	<u>Increase in Cost</u>
Labor	12%
Workers Compensation	62%
Auto and CL Insurance	62%
Health Insurance	15% for 2019 - union coverage cost went up 12%
Equipment	25% to 30% plus material sur charge
Part	24% to 28%
Shop Labor	17%
Fuel (average)	28%

To offset the increase in cost of operation, the carters are requesting a modification to the existing agreement with the following adjustments:

Present Request - 15% increase to 34.50/month

In the event that the Rockland County Solid Waste Authority raises their tipping fee, in addition to the monthly rate, each carter shall be entitled to add 20 cents per month to the previously quoted monthly rate for every one dollar increase from the present \$76.00 per ton tipping fee charged at the county controlled transfer station where the residential waste is deposited.

Commissioner Charles H. Vezzetti
Re: Residential Garbage Haulers

March 25, 2022
Page 2 of 2

Should the Town require the carters to dispose of said garbage and bulk items at a facility located outside of the present collection area, West Nyack Solid Waste Authority transfer station on Route 303, then the carters are entitled to an additional \$1.00 increase in the monthly rate for residential sanitation service disposal costs.

Bills are sent to the users April 1, 2022. Therefore, the haulers are requesting a meeting as soon as possible to review and approve their the request and then forward your recommendation to the Town Board.

The Town Board has one Workshop Meeting and one Official Meeting per month. Therefore, your earliest consideration is appreciated.

Very truly yours,



RB

Donald Brenner

DB/rb

cc: Orangetown Residential Haulers



**SPECIALTY TRADES UNION
LOCAL 741**

**400 Columbus Ave. Suite 145S Valhalla, NY 10595
Phone: (914) 367-0277 Fax: (914) 574-556**

March 16, 2022

To Whom It May Concern,

After numerous years with no increase to Union dues, due to rising administration costs and fees, Union dues, effective January 1st, 2022, were raised at a rate of about 12.5% per member, averaging about \$5.00 per member.

Thank you,

Samantha DelGrosso

Specialty Trades Union Local 741, Secretary

March 18, 2022
Hiep Sanitation
22 Snake Hill Road
West Nyack, NY 10994

Dear Rob,

I am in receipt of your request looking for data detailing the significant rise in fuel prices. As we are all aware, crude prices are currently hovering above \$100 per barrel and outlook is that these prices will remain at historically high levels for the near term and some traders believe prices may go to \$200 per barrel. A few of the causes are politics, geopolitical tension and uncertainty in the marketplace, Russia/ Ukraine war, high demand with low supply.

I have created the following table depicting the trend in prices based on your actual delivered price inclusive of all taxes.

2019

The approximate average price was \$2.87 per gallon

2020

The approximate average price was \$2.35 per gallon

2021

The approximate average price was \$3.18 per gallon

2022 Average price per month

January-\$3.75 per gallon

February-\$4.08 per gallon

March (partial)-\$5.21 per gallon

Let me know if you would like to discuss further.

At YOUR Service,
Jeffrey Spiegel
Vice-President



**GABRIELLI
TRUCK SALES**

3/4/2022

Robert Hiep

Hiep Sanitation

22 Snake Hill Road

West Nyack, NY 10994

Mr. Hiep,

In answer to your inquiry about cost increase from January 2019 to date. I have the following information.

The average increase has been 2.5 to 3.0 % every new model year. In the past two years due to the supply and material shortages OEMs increased the cost of trucks an estimated of 10 to 14 percent more. Mack truck recently added surcharges adding up to \$3500.00 per class 8 truck.

The cost of OEM and aftermarket parts have increased an estimated of 24 to 28 %. Our shop rate in 2019 was 160 per hour the rate is currently at 175 per hour a 15.6% increase.

As Per our venders of Sanitation equipment the increases are estimated to be 25 to 30 % plus additional material surcharges.

Sincerely,

Nick Garcia

GIANT TIRE SERVICE, INC.

100 Wagaraw Road
Hawthorne, NJ 07506
Mail address: PO Box 564 Ridgewood, NJ 07451

Telephone 973-427-4600
Fax 973-427-3877
giantireservice@gmail.com

March 16, 2022

To: Hiep Sanitation

Attn: Cathy Hiep

Dear Cathy;

Your tire prices have certainly increased over the past few years.....

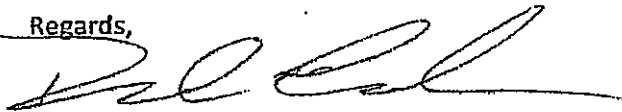
2019-2020 approximately 5% increase

2020-5/2021, approximately 5% increase

5/21-present, prices have increased 52% with another scheduled increase later this year

Should you have any other questions, please do not hesitate to contact me.

Regards,



David Landau
President



**NATIONAL ASSOCIATION OF SPECIALTY TRADES
BENEFIT FUND**

400 Columbus Ave. Suite 145S Valhalla, NY 10595

Phone: (914) 367-0277 Fax: (914) 574-556

March 16, 2022

To Whom It May Concern,

For the years 2019 to 2022, there have been gradual increases on the health insurance for Hiep Sanitation. These increases are detailed as follows:

From 2019 to 2020, the health insurance was increased at a rate of 5.5%.

From 2020 to 2021, the health insurance was increased at a rate of 4%.

From 2021 to 2022, the health insurance was increased at a rate of 5%.

Thank you,

Samantha DelGrosso

National Association of Specialty Trades Benefit Fund, Secretary

GEORGE M. COMAS, INC

73 JEFFERSON AVE. WESTWOOD, N.J. 07675

PHONE: 201-666-4011 / FAX: 201-666-9722

March 1st, 2022

**Robert Hiep
Rockland Waste
Robert & Kenneth Hiep Sanitation Companies**

Re: Insurance Rate Increase

Dear Mr. Hiep

Attached you will find a spread sheet that illustrates the cost of insurance with respects to Commercial Auto. We started at 2017 moving forward using the 2018 Mack 0386 to correspond with the policy year. As you can see rates have been steadily increasing since 2017 to current. The cost over the 4 years shows a 62% increase in cost off the base year.

We have had your account in several different carriers over the years. It is not easy to place Solid Waste & Recycling accounts. Many companies enter into the market place, and pull out just as fast. We have been insuring Carting Companies since 1955. We do it on a national level not just in NY. Many of the existing programs Red line NY, NJ, and LA because of the lawsuits and large awards. This makes it unprofitable for them to transact business.

This is only one line of Insurance, we have illustrated. All Lines of insurance have received the same increase with respects to General Liability, Umbrella, And Workman's Comp. Rates have increased nationally on all commercial auto fleets to offset losses and increase costs of transacting business.

If you need additional information please call.

Regards


Matthew J Comas

NOTICE OF POSTING: NOTICE OF PUBLIC HEARING: SANITATION COMMISSION
GARBAGE HAULERS-INCREASE IN
MONTHLY RATES

STATE OF NEW YORK }
COUNTY OF ROCKLAND }
TOWN OF ORANGETOWN }

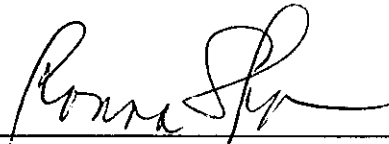
SS.

Rosanna Sfraga being duly sworn upon her oath deposes and says;

That, she is, at all times, hereinafter mentioned was, duly elected,
Qualified and acting Town Clerk of the *TOWN Of ORANGETOWN*, in the County of
Rockland, State of New York.

That, on the 13th day, April, 2022, she caused to be conspicuously posted and
fastened up a notice, a true copy of which is annexed hereto and made a part of hereof, in
the following places, at least one of which is a public place within the *TOWN Of*
ORANGETOWN, New York.

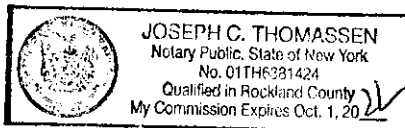
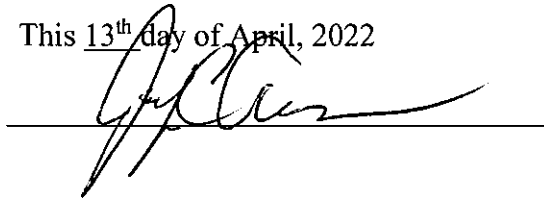
1. Town Hall Bulletin Boards
- 2.
- 3.
- 4.
- 5.



Rosanna Sfraga, Town Clerk

Subscribed and sworn to before me

This 13th day of April, 2022



TOWN OF ORANGETOWN

SANITATION COMMISSION

Town Hall • Orangeburg, N.Y. 10962



Telephone
(845) 359-5100

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Town of Orangetown Sanitation Commission on the 27th day of April, 2022, at 6:00 PM, at Orangetown Town Hall, 26 Orangeburg Road, Orangeburg, New York, to consider pursuant to Chapter 17B of the Town Code, "Garbage Removal," section 6, "Charges," the Petition of Donald Brenner on behalf of the licensed garbage haulers of the Town of Orangetown for an increase in monthly rates and whether the Sanitation Commission should recommend to the Town Board that the Town Board amend the currently authorized rate schedule.

At the time and place of the public hearing specified above, all interested persons will be given an opportunity to be heard.

By order of the Sanitation Commission of the Town of Orangetown.

Dated: April 13, 2022

Karen Jahnes, Clerk
Sanitation Commission

Rosanna Sfraga
Town Clerk



**AFFIDAVIT OF PUBLICATION
FROM**

**State of Wisconsin
County of Brown, ss.:**

On the 13 day of April, in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Linda Futt, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed, the instrument.

Linda Futt being duly sworn says that he/she is the principal clerk of **THE JOURNAL NEWS**, a newspaper published in the County of Westchester and the State of New York, and the notice of which the annexed is a printed copy, on the editions dated :

**Zone:
Rockland**

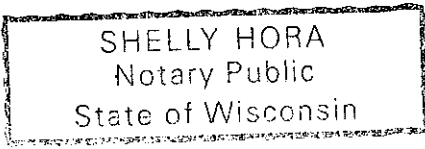
**Run Dates:
04/13/2022**

Linda Futt
Signature

Sworn to before me, this 13 day of April, 2022

Shelly Hora
Notary Public, State of Wisconsin, County of Brown

9-25-23
My commission expires



Legend:

WESTCHESTER:
Amawalk, Ardsley, Ardsley on Hudson, Armonk, Baldwin Place, Bedford, Bedford Hills, Brewster, Briarcliff Manor, Bronxville, Buchanan, Carmel, Chappaqua, Cold Spring, Crompond, Cross River, Croton Falls, Croton on Hudson, Dobbs Ferry, Eastchester, Elmsford, Garrison, Goldens Bridge, Granite Springs, Greenburg, Harrison, Hartsdale, Hastings, Hastings on Hudson, Hawthorne, Irvington, Jefferson Valley, Katonah, Lake Peekskill, Larchmont, Lincoln Dale, Mahopac, Mahopac Falls, Mamaroneck, Millwood, Mohegan Lake, Montrose, Mount Kisco, Mount Vernon, New Rochelle, North Salem, Ossining, Patterson, Peekskill, Pelham, Pleasantville, Port Chester, Pound Ridge, Purchase, Purdys, Putnam Valley, Rye, Scarsdale, Shenorock, Shrub Oak, Somers, South Salem, Tarrytown, Thornwood, Tuckahoe, Valhalla, Verplanck, Waccabuc, White Plains, Yorktown Heights, Yonkers

ROCKLAND:
Blauvelt, Congers, Garnerville, Haverstraw, Hillburn, Monsey, Nanuet, New City, Nyack, Orangeburg, Palisades, Pearl River, Piermont, Pomona, Sloatsburg, Sparkill, Spring Valley, Stony Point, Suffern, Tallman, Tappan, Thiells, Tomkins Cove, Valley Cottage, West Haverstraw, West Nyack

Ad Number: 0005213771

PUBLIC NOTICE

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At the time and place of the public hearing specified above, all interested persons will be given an opportunity to be heard.

By order of the Sanitation Commission of the Town of Orangetown.

Dated: April 13, 2022

Karen Jahnes, Clerk
Sanitation Commission

Rosanna Sfraga
Town Clerk 0005213771

STATE OF NEW YORK : COUNTY OF ROCKLAND
TOWN OF ORANGETOWN : SANITATION COMMISSION

- - - - - X
PUBLIC HEARING to consider pursuant to
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to the Town Board that the Town Board
amend the currently authorized rate
schedule.

- - - - - X
Town of Orangetown
Town Hall
26 Orangeburg Road
Orangeburg, New York
April 27, 2022
6:17 p.m.

BEFORE:

CHARLES "SKIP" VEZZETTI, CHAIRMAN
BILL BECKMANN
CHRISTOPHER HUBER
TOM SIMETI
RICHARD PAKOLA, DEPUTY TOWN ATTORNEY

ROCKLAND & ORANGE REPORTING
2 Congers Road, Suite 2
New City, New York 10956
(845) 634-4200

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Proceedings

CHAIRMAN VEZZETTI: All right. We'll call the meeting to order.

THE CLERK: Meeting called to order at 6:17.

CHAIRMAN VEZZETTI: All right. I'd like to --

THE CLERK: Do a roll call?

CHAIRMAN VEZZETTI: Roll call.

THE CLERK: Charles "Skip" Vezzetti?

CHAIRMAN VEZZETTI: Speaking, here.

THE CLERK: Bill Beckmann?

MR. BECKMANN: Present.

THE CLERK: Fred Chadwick? Absent.
Chris Huber?

MR. HUBER: Here.

THE CLERK: Tom Simeti?

MR. SIMETI: Here.

THE CLERK: And Rick Pakola?

MR. PAKOLA: Here.

CHAIRMAN VEZZETTI: All right. We have been asked by the folks in the sanitation, the garbage haulers, residential garbage haulers to consider an increase in the rate

1 Proceedings
2 for residential hauling for the Town of
3 Orangetown. This is a, would only be a
4 recommendation on the part of this body to
5 the Town Board. Did we advertise this
6 meeting?

7 THE CLERK: Yes. It was advertised on
8 April 13th. I have the affidavits of
9 publication. And I've given those to the
10 court reporter as well.

11 CHAIRMAN VEZZETTI: And we are
12 transcribing this meeting as per regulations.
13 I guess at this point we'll ask a
14 representative of the garbage haulers to come
15 forward and make their case. Would you like
16 to be sworn in, Mr. Brenner? Mr. Brenner is
17 going to be --

18 MR. PAKOLA: You want to swear,
19 Mr. Brenner? Okay. Do you swear that the
20 testimony you are about to give shall be the
21 truth, the whole truth, and nothing but the
22 truth, so help you God?

23 MR. BRENNER: Yes, I will. And you
24 might want to swear in Robert Hiep.

25 MR. PAKOLA: Okay. Robert Hiep, can you

1 Proceedings

2 raise your right hand? Do you swear that the
3 testimony you are about to give shall be the
4 truth, the whole truth, and nothing but the
5 truth, so help you God?

6 MR. HIEP: Yes.

7 MR. PAKOLA: Thank you.

8 CHAIRMAN VEZZETTI: Thank you. Go
9 ahead, Mr. Brenner.

10 MR. BRENNER: You have before you as a
11 presentation of the letter which I sent to
12 Commissioner Vezzetti highlighting the
13 economic conditions which have occurred since
14 the last adjustment was made. If you take a
15 look at it in the back of it, you will see
16 the specific support. In other words, trade
17 union dues had gone up.

18 Fuel supplies had gone up back in 2019.
19 They were paying 2.87 a gallon. Now they're
20 paying \$5.20 a gallon.

21 For truck purchases, truck purchases has
22 gone up from 25 to 30 percent on the purchase
23 of a truck. And the interesting part about
24 in repairing in 2019 was, like, \$160 an hour.
25 Now it states \$175 to repair.

1 Proceedings

2 Tire costs. Tire costs have gone up
3 from five percent increase in 2019 to a
4 52 percent increase today.

5 Health insurance has gone up over
6 five percent per year. And insurance per
7 state has gone up over 62 percent.

8 It has gotten to a point now where the
9 haulers are having great difficulty trying to
10 break even in terms of how they're doing. So
11 what they're realistically looking for,
12 they're looking for an increase that will
13 keep them to par with what they need.

14 And there was also another little
15 increment in the letter, which was an
16 indication that if the dump changes their
17 cost -- which they might do, they have done
18 it -- they would like to have an adjustment
19 for that increase in cost. I think they pay
20 now \$76 a ton, and it's anticipated the
21 increase is going to go up. And also, they
22 may change the place.

23 I have here Mr. Hiep here. He
24 represents his own company, which is very
25 large, and the other haulers that are in the

1 Proceedings

2 town. And he also wants to speak to the
3 Board and tell you what his particular
4 problems are.

5 MR. HIEP: Okay. Like Don said, every
6 cost associated with our business in the last
7 two years has skyrocketed. Never mind costs,
8 just being able to get supplies and parts.
9 We're at a point where we need a raise.
10 We're having a hard time. We've given --
11 most of this information came through my
12 suppliers. And all the letters here will
13 basically tell you what Don just explained to
14 us.

15 MR. PAKOLA: Okay. I think before we
16 admit the exhibit into evidence, maybe go
17 through the attachments of each letter and
18 tell us what they are.

19 MR. HIEP: Okay. Gabrielli Truck
20 Sales --

21 MR. BRENNER: Well, we could do it for,
22 just go --

23 MR. HIEP: Off the front page.

24 MR. BRENNER: No, no. I'll show it to
25 you. The first letter was, which we gave the

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Proceedings

Board, is the letter that you got from --

MR. HIEP: Okay.

MR. BRENNER: So explain that to them.

It should be in the letter. This is the first letter.

MR. HIEP: Okay. Okay. This is just our union that we're in which gives us health insurance, and covers the workers with raises and everything else. Just showing that that increased 12.5 percent per month.

MR. BRENNER: Second letter that came from --

MR. HIEP: SOS Fuels is our supplier. I mean, every, every fuel everywhere has gone crazy. You know, up to 2019, you can see 2.87. 21, 3.18. And now, now it's, you know, almost doubled. Actually, it has doubled, I think. January, 3.75; February, 4.08; March, 5.21 a gallon.

These trucks do not get good mileage at all. Even idle, you know, they're two or three gallons, miles a gallon. That's all we get. Three, three, actually, I believe.

This is, Gabrielli Truck Sales is one of

1 Proceedings

2 the main suppliers of Mack trucks, which is
3 what we have. You could see the increase on
4 the truck itself every year. Adding the
5 increase of the parts up to 28 percent and
6 the rate per hour. A lot of these trucks we
7 can't even work on with the new computers and
8 everything, so they have to go back to the
9 dealer. The main problem with most of the
10 trucks is the new emissions. And that, like
11 I said, when you go to the dealer, that's
12 where you're at, \$175 an hour.

13 MR. BRENNER: This one is for the tires.

14 MR. HIEP: Tires is another one of our
15 big expenses. 2019 to 20, a five percent
16 increase. 20 to 21, another five percent.
17 21 to present, we're at 52 percent.
18 Including other scheduled increase later this
19 year.

20 MR. BRENNER: You replace trucks, how
21 often on the trucks, tires?

22 MR. HIEP: Tires?

23 MR. BRENNER: Yeah.

24 MR. HIEP: I'm going to say every five,
25 five months, I would say.

1 Proceedings

2 MR. HUBER: What was that, you change
3 tires on the truck every five months?

4 MR. HIEP: Yeah. Wearing out, yeah.

5 MR. BRENNER: How many trucks do you
6 have?

7 MR. HIEP: Maybe altogether, about 20,
8 but.

9 MR. BRENNER: For Orangetown?

10 MR. HIEP: For Orangetown?

11 MR. BRENNER: Yeah.

12 MR. HIEP: Residential, I'm going to say
13 we run three, three or four full time.

14 MR. BRENNER: Okay.

15 MR. HIEP: This is the insurance that
16 goes through the union showing the rates that
17 they went up. 5.5 from 19 to 20.
18 Four percent, 20 to 21. Another
19 five percent. So 15 percent over the last
20 couple years.

21 MR. BRENNER: And the last one was for
22 the?

23 MR. HIEP: The insurance.

24 MR. BRENNER: Insurance.

25 MR. HIEP: This is -- there's not many

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Proceedings

companies that will insure garbage companies in New York. This happens to be one of them. We've been with for years. We have a great record with them. But most companies are moving out of New York where they won't insure them. So you can see that -- well, you can see the rates here. 62 percent over four years is what we've been increased.

MR. BRENNER: Okay.

MR. HIEP: And that's, like I said, that's not just the auto. It's also umbrella. It's everything.

CHAIRMAN VEZZETTI: Uh-huh.

MR. BRENNER: That's it.

MR. PAKOLA: Mr. Brenner, do you wish to make this an exhibit at this time?

MR. BRENNER: Yes.

MR. PAKOLA: And that has to be done at the recommendation of the Town Attorney's office. I recommend that this be admitted as an exhibit. And the Commission has to vote on that.

CHAIRMAN VEZZETTI: All those in favor of accepting this as an exhibit?

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Proceedings

(Response of aye was given.)

CHAIRMAN VEZZETTI: All right.

MR. PAKOLA: We will call that
Petitioner's Exhibit 1.

(Packet of Letters was received and
marked for identification as Petitioner's
Exhibit 1.)

CHAIRMAN VEZZETTI: Do you have anything
else, Mr. Brenner?

MR. BRENNER: Well, the only thing that
one of your members gave me some tables here
in terms of some thoughts on other
communities and how they helped in terms of
determining how increases should be given.
There were two or three methods. The method
to me which I thought really stood out more
than anything else was the CPI. CPI has gone
crazy. I mean, year after year, and it's
really now taken off horribly. The dollar
just doesn't get you the service that you
need.

So these guys are hurting. And that's
why they would like to have an increase.
We're open to questions if anybody --

1 Proceedings

2 MR. SIMETI: I have a question.

3 CHAIRMAN VEZZETTI: Okay, Mr. Simeti?

4 MR. SIMETI: Subject to this approval.

5 CHAIRMAN VEZZETTI: Go right ahead,

6 Mr. Simeti.

7 MR. SIMETI: How was, how was the
8 proposed rate of 15 percent and 34.50 a month
9 calculated?

10 MR. BRENNER: Pardon me.

11 MR. SIMETI: How is 15 percent, how is
12 the 15 percent increase calculated?

13 MR. BRENNER: That --

14 MR. SIMETI: To -- yeah. To a 34.50 per
15 month. How is it calculated?

16 MR. BRENNER: Well, I can only tell you
17 on my end of it is that each year when you're
18 losing a certain percentage of your operating
19 things, what you're just trying to do is
20 break even. So if you take a look at the
21 percentages of increase over the three years,
22 they're at almost a loss situation right now.

23 MR. SIMETI: I'm surely not challenging
24 anything you're saying.

25 MR. BRENNER: No, no.

1 Proceedings

2 MR. SIMETI: I'm just asking, how was
3 the computation made? You've identified the
4 increase in different categories of cost.
5 Independent of whether or not it's supported
6 by the documentation, the association is
7 requesting, the association is requesting a
8 15 percent increase. Somehow, that
9 calculation was made. So I'm simply asking
10 how is that calculation made.

11 MR. BRENNER: I would assume it was
12 based on bills, bills of which has cost the
13 company over these years. It's based on
14 bills which these --

15 MR. HIEP: It's on everything.

16 MR. SIMETI: I mean, I --

17 MR. BRENNER: I'm not --

18 MR. SIMETI: You're proposing it. I'm
19 asking how it was computed. That's all.
20 Simple. And if it's not, if it's a
21 generalized proposal, then it can be a
22 generalized proposal based on the categories
23 that have been reflected in your summary
24 letter.

25 MR. BRENNER: This particular company

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has been in operation in this town for, like, over 30, 40 years. And all proposals have been made basically primarily on this presentation, and also primarily on what the comparable rates have been going throughout the whole county community. Remember, this is one the few firms that gives you backyard collection. They don't do it -- and that's been an increase in costs where they have to collect from the backyards. They have certain vehicles they have to do that.

I'm only following on prior presentations that were made. This is the way we presented it every year as to when they needed the increases. They had to do it that way.

MR. SIMETI: Thank you.

MR. HIEP: And a lot of bids -- or this is not a bid, but it goes up every year, you know, from a start. We don't do that here. We have to come here and ask for an increase.

MR. SIMETI: I understand. Thank you.

CHAIRMAN VEZZETTI: Any other questions on this?

1 Proceedings

2 MR. SIMETI: No.

3 MR. BECKMANN: My question on the
4 insurance, is that specific to your company
5 or is that --

6 MR. HIEP: No. In general. Like I
7 said, there's a lot of -- not brokers, a lot
8 of insurance companies have pulled out of
9 New York. So that you're limited to a couple
10 of companies to write you. And we shop every
11 year. And it just every -- all the insurance
12 companies in general have gone crazy.

13 MR. BECKMANN: Okay. I just noticed
14 that it was for Workmans' Comp and for the
15 auto insurance, 62 percent, so.

16 MR. HIEP: The Workmans' Comp --

17 MR. BECKMANN: That's the highest one
18 there.

19 MR. HIEP: The automobile and the
20 liability and all that is what has really
21 gone crazy.

22 MR. BECKMANN: Okay.

23 MR. HUBER: I have a question. You had
24 mentioned CPI before. I don't know what CPI
25 means.

1 Proceedings

2 MR. BRENNER: Oh, it's a consumer price
3 index. In fact, they've been blasting us on
4 the radio all the time. Like, last month, it
5 went up eight percent and all. That was more
6 on food, but they also include fuel, they
7 included -- CPI in this area has gone, like,
8 eight percent a month very recently. That's,
9 that's probably --

10 MR. BECKMANN: Do we have any CPI
11 numbers in the presentation?

12 MR. BRENNER: It was just thrown at me.
13 I just mentioned it as, as a thought. But I
14 think everybody's been hearing it.

15 MR. BECKMANN: Well, there's no question
16 about that.

17 MR. BRENNER: Yeah. CPI has gone --

18 MR. BECKMANN: Around seven percent.

19 MR. BRENNER: I mean.

20 MR. BECKMANN: From one to one and, you
21 know, specific numbers.

22 MR. BRENNER: CPI has just gone out of
23 sight. And it keeps going. It just doesn't
24 stop. Because the value of the dollar is
25 becoming diluted too much.

1 Proceedings

2 MR. SIMETI: Mr. Chairman, I anticipate
3 that either the Commission or the petitioner
4 would seek to have the comparison of rates
5 for, throughout the different towns to be
6 admitted as an exhibit. If it has not been
7 already, but I anticipate it.

8 MR. PAKOLA: It has not.

9 MR. SIMETI: Is that the Commission's
10 desire? Or subject to Counsel's approval, of
11 course.

12 MR. PAKOLA: If I could ask as the
13 attorney, how did we get these numbers?

14 THE CLERK: I called towns. And I spoke
15 to the finance director in Haverstraw,
16 Stony Point. I talked to all the
17 supervisors' offices. Clarkstown was the
18 sanitation clerk there. So these are the
19 current rates. And whether they included
20 bulk or not. The only town that doesn't
21 include the bulk is Haverstraw.

22 MR. PAKOLA: And that's the Commission
23 Clerk that was speaking. And yes, as the
24 representative from the Town Attorney's
25 office, I would recommend that this be

1 Proceedings

2 admitted as an exhibit.

3 CHAIRMAN VEZZETTI: All those in favor?

4 MR. PAKOLA: We'll call this Commission
5 Exhibit Number, or Letter A.

6 (Response of aye was given.)

7 (2022 Sanitation Rate Changes was
8 received and marked for identification as
9 Commission Exhibit A.)

10 CHAIRMAN VEZZETTI: All right.

11 MR. BRENNER: You got an extra copy?

12 THE CLERK: I will.

13 MR. PAKOLA: I want to give one to the
14 Town Board.

15 THE CLERK: I can get it to you. I have
16 an extra one here.

17 CHAIRMAN VEZZETTI: I have a question on
18 the other towns. You brought up the fact
19 that -- I don't know if Mr. Brenner, I'll ask
20 Mr. Brenner -- the fact that Orangetown does
21 do backyard pick up. On the other, if you
22 know, for instance, the Town of Clarkstown.

23 MR. BRENNER: Does not.

24 CHAIRMAN VEZZETTI: Is that curbside
25 or --

1 Proceedings

2 MR. HIEP: No, Clarkstown does.

3 MR. BRENNER: They do backyard?

4 CHAIRMAN VEZZETTI: Okay, Clarkstown
5 does backyard. Stony Point?

6 MR. HIEP: They do not.

7 CHAIRMAN VEZZETTI: Haverstraw?

8 MR. HIEP: I don't -- no, no.

9 CHAIRMAN VEZZETTI: Curbside?

10 MR. HIEP: No. I believe it's all --
11 yes, I believe it's curbside.

12 CHAIRMAN VEZZETTI: And we know
13 Orangetown is backyard. Ramapo?

14 MR. HIEP: Ramapo?

15 PUBLIC SPEAKER: I think that's curb.
16 Oh, no. Was it, no. No backyard.

17 MR. HIEP: Yeah, there's a bunch of -- a
18 lot of the villages --

19 CHAIRMAN VEZZETTI: Oh, the villages.
20 Okay.

21 MR. HIEP: It's, it's all different up
22 in Ramapo. The villages are --

23 CHAIRMAN VEZZETTI: We know, they're
24 very different.

25 MR. HIEP: Yes.

1 Proceedings

2 CHAIRMAN VEZZETTI: All right. That was
3 just for my information, because I know that
4 it's always been a factor.

5 MR. BRENNER: It's always been a plus
6 for the service.

7 CHAIRMAN VEZZETTI: Yeah, it's always
8 been something that the residents of
9 Orangetown seem to appreciate. Any other
10 questions by any members of the --

11 MR. PAKOLA: If I could just ask one
12 clarification for this rate comparison.
13 Ms. Jahnes, for Ramapo, there's question
14 marks, and then there's 35.47.

15 THE CLERK: Yeah. That's because I just
16 found out when we got here. They never
17 called me back, Ramapo.

18 MR. PAKOLA: But that is the, that is
19 the accurate number?

20 THE CLERK: Yeah. Bill Beckmann had
21 gotten a copy of the various rates throughout
22 the county. So I was able to put that in.
23 So what I'll do is I'll correct this tomorrow
24 and I'll email it to everybody without the
25 question marks because I didn't have the

1 Proceedings

2 answer until Bill got here.

3 MR. BRENNER: Mr. Vezzetti?

4 CHAIRMAN VEZZETTI: Yes.

5 MR. BRENNER: Just so you understand, my
6 client now informs me, Clarkstown was getting
7 32.16. But as of the first of the year,
8 they're going to get 33.48. So that's going
9 up to 33.48. And Stony Point, which is
10 presently getting 32.35, they're going up
11 \$0.50 per year for the next five years.

12 MR. BECKMANN: Stony Point's getting
13 \$0.50?

14 MR. HIEP: Every five -- every year for
15 five years.

16 MR. BRENNER: Every year.

17 MR. BECKMANN: Every year for five
18 years.

19 CHAIRMAN VEZZETTI: Could you repeat
20 that for the record so that the stenographer
21 could get this down? Did you say Clarkstown
22 was --

23 MR. HIEP: Clarkstown is now 32.16.

24 MR. BRENNER: Right.

25 MR. HIEP: In January, we go to 33.48.

1 Proceedings

2 THE CLERK: 33.48, and that's in 2023?

3 MR. HIEP: Yeah. Stony Point is 32.35
4 now. And I don't know what month, but it
5 will go up \$0.50 every year for the next five
6 years.

7 CHAIRMAN VEZZETTI: Okay. Do you have
8 anything on Haverstraw, or Ramapo, or Ramapo?

9 MR. HIEP: I don't.

10 CHAIRMAN VEZZETTI: All right. I think
11 that's it. Thank you very much.

12 MR. SIMETI: Mr. Chairman, I have one
13 further question.

14 CHAIRMAN VEZZETTI: Yes, Mr. Simeti.

15 MR. SIMETI: Mr. Brenner, has the
16 association made any other rate requests, a
17 request for rate increases in any other
18 towns?

19 MR. HIEP: No, because it goes up every
20 year.

21 MR. SIMETI: I don't --

22 MR. BRENNER: In other words, when they
23 service in the other place, they have
24 contracts there, and they go up every year.

25 MR. SIMETI: Every town, other than

1 Proceedings

2 Orangetown?

3 MR. BRENNER: Well, the ones that --

4 MR. HIEP: The ones that I service, yes.

5 MR. SIMETI: Well, I'm actually asking

6 for the -- you're representing the

7 association, is that correct?

8 MR. BRENNER: Well, we have, what, three

9 or four carters. Most of, some of them don't

10 even work in the other towns.

11 MR. SIMETI: So is the answer yes or no,

12 did you make any other presentations in any

13 other towns?

14 MR. BRENNER: No, I did not. They did

15 not. If they're working in the other towns,

16 it's already locked in. The increase is

17 already locked in.

18 MR. SIMETI: I see. Okay. Based on a

19 contract that's existing.

20 MR. BRENNER: Yes.

21 MR. SIMETI: Thank you.

22 CHAIRMAN VEZZETTI: Anything, Bill? No?

23 MR. BECKMANN: No, I have nothing else.

24 MR. HUBER: I have no other questions.

25 CHAIRMAN VEZZETTI: All right.

1 Proceedings

2 MR. PAKOLA: Maybe just for the record,
3 this is a public hearing. Ask if there's
4 anyone in the public --

5 CHAIRMAN VEZZETTI: Is there any --

6 MR. PAKOLA: -- to be heard.

7 CHAIRMAN VEZZETTI: Yeah. Is there
8 anyone in the audience that would like to say
9 anything, come up here, address the board?
10 No? You sure? All right. Well, we tried.

11 All right. Do we have any -- want to
12 make a motion to into executive session?

13 MR. SIMETI: Motion to go into executive
14 session.

15 CHAIRMAN VEZZETTI: Okay. We have a
16 motion to go into executive session, so.

17 MR. BRENNER: Do you want us to move
18 out?

19 CHAIRMAN VEZZETTI: Yes. We'll ask that
20 everybody please vacate the premises.

21 MR. BRENNER: Will do.

22 (Recess taken.)

23 CHAIRMAN VEZZETTI: All right. We'll
24 bring the meeting back into order.
25 Gentlemen, the Commission has discussed your

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proposal. And after a lengthy discussion, we believe we've come up with a fair and reasonable rate suggestion that we'd be referring to the Town Board. We are a referral commission. We do not make the decision. It's made by our elected officials.

MR. SIMETI: Mr. Chairman, if I may, before you present. We wanted to develop the record a little further with information that was identified in our, in the executive session. With the Chairman's permission, I'd ask --

CHAIRMAN VEZZETTI: Go right ahead.

MR. SIMETI: Madam Secretary, if you could indicate based on your personal knowledge how many complaints, if any, have been made involving, you know, garbage collection service in the town.

THE CLERK: None. I've received no complaints. I haven't received complaints in years. Customer service is excellent, so I can say that for all the companies.

CHAIRMAN VEZZETTI: You want --

1 Proceedings

2 THE CLERK: Yes, excellent service.

3 CHAIRMAN VEZZETTI: I think what
4 Commissioner Simeti is trying to put on the
5 record is that by and large, as far as the
6 people of Orangetown seem satisfied with
7 their service.

8 THE CLERK: Yes.

9 CHAIRMAN VEZZETTI: And we have a record
10 of not having many complaints. You're going
11 to get a complaint every now and then. But
12 by and large, we -- you know, how long have
13 you been on the committee? We've been here a
14 long time. And I think we've always been
15 very satisfied with the service provided by
16 your organization. So, Tom, would you like
17 to -- or Tom, or Bill, would you like to
18 introduce the --

19 MR. BECKMANN: You want to do it or want
20 me to do it?

21 CHAIRMAN VEZZETTI: Our recommendation?

22 MR. SIMETI: Motion to propose a rate
23 increase rate of a rate of 32.50 per month
24 with a \$0.50 increase annually for a period
25 of four years, so that effective June 1st,

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the rate would increase to 32.50 per month. Effective January 1, 2023, the rate would increase to \$33 per month. Effective January 1, 2024, the rate would increase 33.50 per month. Effective January 1, 2025, the rate would increase to \$34 per month. And effective January 1, 2026, the rate would increase to 34.50 per month.

That the rate is not conditional on any changed costs. That in the event of changed costs, the petitioner would need to submit a petition based on the changed cost, and the rate would be subject to review. We believe that presenting an option to the -- presenting a proposal with conditional costs would be complicated, or complicate the review process by the Town Board. So it was the Commission's discretion to present a, or recommend a rate that was fixed.

MR. HIEP: Okay.

MR. SIMETI: Based on the testimony and documentation provided by Petitioner and our review. We also believe that the rate as, the rate as proposed in the motion is

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consistent and in line with the other rates reflected in the, reflected in the Exhibit 2 as identified, as identified in the hearing.

Anything further with respect to the motion?

CHAIRMAN VEZZETTI: Should I ask if they have any comments before we vote?

MR. PAKOLA: I don't see a problem with that.

MR. HIEP: What about if the dump fee goes up?

CHAIRMAN VEZZETTI: At any time that there is a change of that sort, you would always, that's always an option you have to come back to the Board, bring that to our attention. But we felt that at this time, to add that in might be a little complicated for the Town Board to deal with.

MR. HIEP: I mean, it's how you -- well, my problem, I'll say. January of 2024, it's going either to 99 or \$108. Which every, you know, this, the Rockland County Solid Waste, every supervisor is on there. They know what's going on. But I know it's 2024,

1 Proceedings

2 January, that it's going up.

3 CHAIRMAN VEZZETTI: Okay.

4 MR. BECKMANN: All right. So you have
5 to come back in before that.

6 MR. HIEP: And hopefully, we're not
7 surprised, and all of a sudden it's that day.
8 That's my concern, because three months of
9 dumping going up \$30 --

10 CHAIRMAN VEZZETTI: We will always
11 entertain a request or a review of your fees,
12 and to reconsider and make another
13 recommendation to the Town Board.

14 MR. PAKOLA: Okay. So I think it's
15 second, and then a vote.

16 CHAIRMAN VEZZETTI: All right. There's
17 a motion on the floor by Mr. Simeti. Any
18 further discussion? Rick, did you say
19 second?

20 MR. BECKMANN: I'll second.

21 CHAIRMAN VEZZETTI: All those in favor?
22 (Response of aye was given.)

23 MR. BRENNER: Thank you.

24 MR. HIEP: Thank you. I just have one
25 question. So if we know in September or

1 Proceedings

2 whatever of 23 that that rate is going to be,
3 the dump rate is going to whatever rate, we
4 could come to you before then.

5 CHAIRMAN VEZZETTI: I would do that as
6 early --

7 MR. HIEP: The problem is a lot of times
8 the county doesn't -- all of a sudden, you
9 pull on the scale at the dump, and it says
10 oh, effective January 1st, the dump is up to,
11 you know.

12 CHAIRMAN VEZZETTI: Yeah, they're an
13 authority.

14 MR. HIEP: Yeah.

15 CHAIRMAN VEZZETTI: So it's, if it's
16 difficult, it might be something you might
17 want to bring --

18 MR. BRENNER: We may, we may want to
19 give them a letter saying that based on what
20 happened here, we're requesting that any kind
21 of rate increase that you're thinking of, we
22 would like to have three months' notice.

23 CHAIRMAN VEZZETTI: The ample
24 opportunity to approach each of the towns to
25 help cover the additional costs of that

1 Proceedings

2 nature.

3 MR. HIEP: Like I said, it's not a
4 small. It's a huge --

5 CHAIRMAN VEZZETTI: Oh, I understand.

6 MR. BECKMANN: We understand.

7 MR. HIEP: Like I said, it's in the last
8 two years, it was 40 percent.

9 CHAIRMAN VEZZETTI: Yeah, that's a
10 significant amount. Well, we closed the --
11 we've had that passed. So we'll be making
12 the recommendation to the Town Board. You
13 got the fee schedule there. Do you have
14 that, Karen?

15 THE CLERK: I have the fee schedule,
16 yes.

17 MR. BECKMANN: 6/1, and then next
18 January, going to 33.

19 CHAIRMAN VEZZETTI: Right. Certainly we
20 believe that this is a fair and equitable
21 recommendation. We hope that it's
22 satisfactory to you folks. And hopefully,
23 the Town Board will heed our recommendation.
24 And we understand that the, you know, the
25 taxpayers of Orangetown also have a lot of

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increases like everybody else. But appreciate your coming and making your presentation.

MR. HIEP: Thank you. I appreciate it.

CHAIRMAN VEZZETTI: Can I have a motion to close the meeting?

MR. SIMETI: Motion.

MR. HUBER: I second.

CHAIRMAN VEZZETTI: All those in favor?

(Response of aye was given.)

MR. BRENNER: Oh, I thought we were going to extend it to five hours.

MR. HIEP: Thank you.

CHAIRMAN VEZZETTI: You're welcome.

(Time noted: 7:14 p.m.)

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E X H I B I T S

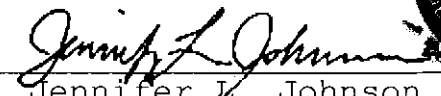
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THE FOREGOING IS CERTIFIED to be a true
and correct transcription of the original
stenographic minutes to the best of my ability.



Jennifer L. Johnson



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2022 SANITATION
MONTHLY RATE COMPARISON

April 28, 2022

TOWN	GARBAGE	BULK
CLARKSTOWN	\$ 32.16	INCLUDED
STONY POINT	\$ 32.35	INCLUDED
HAVERSTRAW	\$ 19.11	NOT INCLUDED
RAMAPO	\$ 35.47	INCLUDED
ORANGETOWN	\$ 30.00	INCLUDED

kj

TOWN OF ORANGETOWN

SANITATION COMMISSION
Town Hall • Orangeburg, N.Y. 10962



Memorandum

DATE: June 6, 2022

TO: Supervisor Teresa Kenny & Town Board

FROM: Chairman Charles H. Vezzetti, Sanitation Commission *CHV*

RE: Request for Monthly Rate Increase - Residential Garbage Haulers

Based on a request for a rate increase made by the Residential Garbage Haulers, represented by Donald Brenner, Esq., the Orangetown Sanitation Commission held a Public Hearing on Wednesday, April 27, 2022 at 7:00 p.m.

The Residential Garbage Haulers testified to and presented documentation related to substantial increases in cost of operation and maintenance for their services. After testimony, the Sanitation Commission entered into Executive Session and recommends the following monthly rate increase from \$30 per month to:

<u>YEAR</u>	<u>EFFECTIVE DATE</u>	<u>AMOUNT</u>
2022	6/1/2022	\$32.50
2023	1/1/2023	\$33.00
2024	1/1/2024	\$33.50
2025	1/1/2025	\$34.00
2026	1/1/2026	\$34.50

Kj
cc: Rick Pakola, Deputy Town Attorney
Orangetown Sanitation Commission Members



CONSTRUCTION MANAGEMENT
OWNER'S REPRESENTATIVE
CONSULTING
GENERAL CONTRACTING

Established 1919

CALGI CONSTRUCTION COMPANY, INC.
56 Lafayette Avenue, Suite 350
White Plains, New York 10603
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FAX: 914-682-9420
E-MAIL: Dchen@calgiconstruction.com
www.calgiconstruction.com

May 25, 2022

Ms. Jane Slavin, RA, Director, Office of Building Planning Zoning Administration and Enforcement
Town of Orangetown
20 Greenbush Road
Orangeburg, NY 10962

**RE: Town of Orangetown
Orangetown Town Hall Addition and Alterations Project
SPDES Compliance Inspections & Reporting
(SWPPP Inspections & Reporting Services)
Evaluation & Recommendation
CCC Project #202207**

Dear Ms. Slavin,

As requested, we solicited additional proposals from professional service firms for the referenced project. Request for Proposal (RFP) was sent to three (3) firms and all of them replied and submitted proposals. The proposals were based on a Unit Cost for the following estimated unit of weekly and monthly inspections and reports with lump sum costs for permit closeout and post-construction stormwater management controls. We applied the unit costs and the following is summary.

SWPPP Inspections and Reporting Services

Description	1. Fairway Testing	2. Colliers	3. ATLAS	4. Tectonic
56 - Weekly	\$350 x 56 = \$19,600	\$500 x 56 = \$28,000	\$600 x 56 = \$33,600	\$730 x 56 = \$40,880
5 - Monthly	\$200 x 5 = \$1,000	\$500 x 5 = \$2,500	\$600 x 5 = \$3,000	\$865 x 5 = \$4,325
Closeout	\$350	\$3,500	\$1,200	\$1,180
Post -Construction	\$350	\$2,000	\$1,200	\$2,560
Total Cost	\$21,300	\$36,000	\$39,000	\$48,945

Based on our evaluation, Fairway Testing provided the most competitive Unit Costs and applied to the assumed units, submitted the most economical proposal. Therefore, we recommend that the Town Board of Orangetown accept Fairway Testing Co., Inc. proposal, based on their unit costs and approve a resolution for award to perform the necessary SPDES Compliance Inspections & Reporting services.

Should you have any questions concerning our review, please feel free to call.

Very truly yours,
Calgi Construction Company, Inc.

David Chen
Estimator/Project Manager
cc: Dominic Calgi, CCC

NARRATIVE DESCRIPTION

Fairway Testing Co., Inc., began operation in 1969 as a construction material testing and inspection agency, servicing the lower Hudson Valley, northern New Jersey and southern Connecticut. All administrative and operational functions are performed by our staff from our facility located in Stony Point, New York. Operational staff consisting of Ms. Amy A. DeEntremont, President and Ms. Lisa M. Rose, Vice President, Mr. Patsy John Aguanno, P.E., founder and consultant, Mr. Gabriel O'Connell, P.E., Technical and Laboratory Manager, Ms. Diane Booras Senior Laboratory Administrator, Ms. Megan Erbacher Senior Office Administrator, Josh DeEntremont, Senior Project Manager providing day to day oversight to assure that every project receives the best of professional services being provided.

Fairway has been in continuous operation for over fifty years and during that period has provided clients in New York, New Jersey and Connecticut with our fully integrated services covering the full range of construction material performance and special inspection testing and inspection as required. Testing and inspection services provided relative to various phases of construction include but not limited to the following: soils, concrete, masonry, structural steel, light gauge steel, fireproofing, firestopping, asphalt paving, SWPPP and EIFS.

Our personnel are fully experienced in the fields in which they are assigned and are qualified and certified to perform their assigned duties. Personnel certifications include ACI, FAA, AWS, ICC, NICET, HAZMAT NRMCA and various specific equipment usage certifications such as nuclear gauge, windsor probe, floor flatness gauge, etc. Fairway facility and personnel have also been approved by New York State Department of Transportation, New York City Department of Buildings (Lab No. 74), AASHTO, U.S. Army Corps of Engineers, New York City Department of Design, New York State Thruway Authority, New Jersey Department of Transportation, FAA and numerous architectural and engineering firms, municipalities, utility companies and various private industry clients.

Managerial personnel have diversified hands-on construction quality control and assurance experience and are involved full-time in the day to day operations. At Fairway, a Professional Engineer directly oversees all laboratory and field work and is available for consultation upon request.

- Note : Fairway Testing Co. Inc. has been averaging 40-50 projects per year with a total volume of 300 projects over the last 5 years.



FAIRWAY TESTING

22 North Liberty Drive
P.O. Box 578
Stony Point, NY 10980

Tel: 845.942.2088

www.fairwaytesting.com

Fairway Test Lab Personnel Certification, Education & Training Status –

Name	Qualifications – Education Level	Expiry Date	Notes
Patsy J. Aguanno P.E.	BS Engineering (PE)- Villanova University		Diploma 5/1956
Gary Amann	Welding Inspection	5/2023	AWS CWI Certificate
	Magnetic Particle Testing Training		Completed 9/16/2009
	Liquid Penetrant Training		Completed 9/18/2009
	ICC –Structural Steel & Bolting& Welding	12/19/2023	Certified 10/31/11
Matthew Biehle	ACI-Concrete Strength Testing	1/25/2025	ACI Certificate
	ACI-Concrete Field Testing	3/29/2024	ACI Certificate 01167240
	Nuclear Density Equipment Training		Completed 10/11/2007
	ACI –Special Insp.- Reinforced Concrete	5/24/2026	ACI Certificate
	ICC – Soils #8121830	11/17/2025	Certified 11/7/17
	Batch Plant Inspection	3/20/ 2022	NYSDOT Certificate
	NETTCP - Soils	3/23/2023	NETTCP Cert.# 1940
	Erosion & Sediment Control Training	2/5/2023	DEC # 15T-020520-16
	Dipstick Floor Profiler- ASTM 1155		Completed 2/13/20
	Windsor Probe Accredited Operator		Cert. # 31650 (1/16/2019)
	NYSHMA Asphalt DTI	5/4/2026	AGC-#21-02B
	OSHA- 10 hr Construction		
Michael Brown	Asphalt Density Testing	5/19/2022	AGC-#17-14D
	Erosion & Sediment Control Training	2/5/2023	DEC # 15T-020520-34
	ACI-Concrete Field Testing	3/23/2024	ACI Certificate
	ACI-Masonry Field Testing	2/3/2023	ACI Certificate
	Nuclear Density Equipment Training		Completed 11/6/1997
	OSHA Hazardous Waste Training		Completed 3/2010
	ICC –Reinforced Concrete (#8054514)	1/26/2025	Certified 1/28/10
	ICC –Fireproofing (#8054514)	1/26/2025	Certified 2/12/10
	ICC – Soils (#8054514)	1/26/2025	Certified 3/9/10
	ICC – Structural Masonry (#8054514)	1/26/2025	Certified 3/14/13
	Windsor Probe Accredited Operator		Cert. # 31526 (8/28/2012)
	OSHA- 10 hr Construction		
	OCCC - Associates Degree – 2yr		Diploma
Kevin Crill	ACI-Concrete Field Testing	1/18/2025	ACI Certificate 00945093
	ACI-Masonry Field Testing	2/3/2023	ACI Certificate
	Nuclear Density Equipment Training		Completed 5/2/1989
	ICC – Soils #8059039	3/18/2025	Recertified 3/18/19
	ACI –Special Insp.- Reinforced Concrete	5/24/2026	ACI Certificate
	Windsor Probe Accredited Operator		Cert. # 31528 (9/16/2012)
	Batch Plant Inspection	3/20/ 2027	NYSDOT Certificate
	NETTCP - Soils	3/23/2023	NETTCP Cert. #1941
	NYSHMA Asphalt DTI	4/1/2026	AGC-#21-01L
	OSHA- 10 hr Construction		

Harry Crowe	ACI-Concrete Field Testing	1/18/2025	ACI Certificate
	ACI-Masonry Field Testing	2/3/2023	ACI Certificate
	Nuclear Density Equipment Training		Completed 8/5/1987
	OSHA Hazardous Waste Training		Completed 3/2010
	ACI –Special Insp.- Reinforced Concrete	5/24/2026	ACI Certificate
	OSHA- 10 hr Construction		
Tyler Crill	ACI-Concrete Field Testing	9/28/2024	ACI Certificate
	OSHA- 10 Hr Training		
	Nuclear Density Equipment Training		Completed 1/8/21
	Dipstick Floor Profiler- ASTM 1155		Completed 2/13/20
	QA/QC HMA Technician	3/17/27	NY State Certificate
	Batch Plant Inspection	7/13/ 2024	NYS DOT Certificate
	Radiation Safety Officer Training (RSO)		Completed 1/8/21
	NYSHMA Asphalt DTI	5/4/2026	AGC-#21-021
	BS-SUNY Oneonta		Diploma
Frank Schmidt	QA/QC HMA Technician	3/17/27	NY State Certificate
	ACI-Concrete Field Testing	6/16/2025	ACI Certificate
	OSHA- 10 hr Construction		
	Batch Plant Inspection	7/13/2024	NYS DOT Certification
	BS- SUNY Plattsburgh		Diploma
Gary Falk	QA/QC Technician	3/17/2027	NY State Certificate
	Batch Plant Inspection	3/20/2027	NYS DOT Certificate
	Nuclear Density Equipment Training		
	NRMCA Batch Plant Inspector	ID# 853061	NRMCA Certificate
	OSHA- 10 Hr Training		
	ACI-Concrete Field Testing	1/18/2025	ACI Certificate
	NYSHMA Asphalt DTI	5/4/2026	AGC-#21-02K
	Erosion & Sediment Control Training	2/5/2023	DEC # 15T-0252020-11
Andres Demonteverde	QA/QC Technician	04/6/2026	NY State Certificate
	Batch Plant Inspection	6/6/2022	NYS DOT Certificate
	BS-Iloilo Maritime Academy -Philippines		Diploma
James Giordonello	QA/QC Technician	3/16/2023	NY State Certificate
	Nuclear Density Equipment Training		Completed 1/12/2005
	Batch Plant Inspection	3/20/2027	NYS DOT certificate
	Exterior Insulation & Finishes Training	12/31/2022	AWCI Certificate (#1009309)
	Windsor Probe Accredited Operator		Cert. # 31527 (9/6/2012)
	Batch Plant Inspector	ID # 839397	NRMCA Certificate
	OSHA- 10 Hr Training		
BS – SUNY Brockport		Diploma	
Gregg Gruber	ICC –Structural Steel & Bolting	12/23/2023	Certified 12/23/14
	ICC –Structural Steel & Welding	12/23/2023	Certified 12/23/14
	UT/VT/PT/RT/MT		Certifications

Matthew Herman	ACI-Concrete Field Testing	1/18/2025	ACI Certificate 01167244
	Nuclear Density Equipment Training		Completed 4/23/08
	ACI-Concrete Special Inspector		ACI Certificate
	ACI-Masonry Field Testing Technician	2/3/23	ACI Certificate
	ICC - Soils	12/6/23	Certified 12/6/20
	OSHA- 10 hr Construction		
Edward Hufner	ACI-Concrete Field Testing	2/8/2025	ACI Certificate 00945373
	Nuclear Density Equipment Training		Completed 8/5/1987
	Erosion & Sediment Control Training	3/24/2024	DEC# 060T-3242021-212
	ICC –Fireproofing		Certified 12/2/18
	ACI –Masonry Field Testing Technician	2/24/2023	ACI Certificate
	Windsor Probe Accredited Operator		Cert. # 31455 (1/29/2013)
	Batch Plant Inspection	3/20/2027	NYSDOT certificate
	QA/QC Technician	3/17/2022	NY State Certificate
	OSHA- 10 hr Construction		
Donald Macleod	ACI-Concrete Field Testing	1/18/2025	ACI Certificate 01895017
	ACI-Masonry Field Testing	2/3/2023	ACI Certificate
	Nuclear Density Equipment Training		Completed 10/11/2007
	ACI –Special Insp.- Reinforced Concrete	5/24/2026	ACI Certificate
	Asphalt Density Testing- NYSHMA-DTI	4/1/2026	AGC-#21-01Z
	OSHA- 10 hr Construction		
Gabriel O’Connell P.E.	BS Engineering (PE) –Manhattan College		Diploma-5/2009
	ACI-Concrete Field Testing	3/2/2024	ACI Certificate
	ACI-Masonry Field Testing	1/27/2023	ACI Certificate
	ACI-Concrete Agg Testing	10/30/2024	ACI Certificate
	ACI-Concrete Lab Testing Level I-II	1/13/2023	ACI Certificate
	QA/QC Technician	3/16/2023	NY State Certification
	Nuclear Density Equipment Training		Completed 1/29/2004
	Batch Plant Inspection	3/20/2027	NYSDOT Certificate
	NRMCA Batch Plant Inspector/Engineer	ID # 097171	NRMCA Certificate
	Erosion & Sediment Control Training	2/5/2023	DEC #15T-02052020-18
	ACI- Strength Testing	10/21/2022	ACI Certificate
	OSHA- 10 hr Construction		
John Pozo	ACI-Concrete Field Testing	3/23/2024	ACI Certificate
	Dipstick Floor Profiler- ASTM 1155		Completed 2/13/20
	ACI-Concrete Aggregate Testing	8/5/2021	ACI Certificate
	ACI-Concrete Lab/Strength Testing	10/21/2022	ACI Certificate
	Nuclear Density Equipment Training		Completed 1/12/2005
	Asphalt Testing, Level I	8/1/2022	NICET Certificate
	Soils Testing, Level I	8/1/2022	NICET Certificate
	Concrete, Level I	8/1/2022	NICET Certificate
	ACI –Special Insp.- Reinforced Concrete		ACI Certificate
	QA/QC Technician	5/31/2021	NY State Certificate
	OSHA- 10 hr Construction		

Vicente Quaio	QA/QC Technician	04/06/2026	NY State Certificate
	Nuclear Density Equipment Training		Completed 6/10/1994
	Batch Plant Inspector	ID # 821317	NRMCA Certificate
	Batch Plant Inspection	3/20/2020	NYSDOT Certificate
	Chemical Engineer - Philippines		
James Ranieri	QA/QC Technician	3/16/2023	NY State Certificate
	Batch Plant Inspection	3/20/2022	NYSDOT Certificate
	NRMCA Batch Plant Inspector	ID# 844463	NRMCA Certificate
	OSHA- 10 hr Construction		
	BS – Oklahoma State University		Diploma
Pat Rose	QA/QC Technician	5/31/2022	NY State Certificate
	HMA Density AGC Technician	5/19/2022	AGC-#17-14W
	Concrete Field Testing-level I	6/1/2022	NICET Certificate
	Asphalt Field Testing-level I/II	6/1/2022	NICET Certificate
	Soils Field Testing Level 1	6/1/2022	NICET Certificate
	Geotechnical Lab Testing (non-specific)		Completed 7/13/2007
	Nuclear Density Equipment Training		Completed 1/25/1986
	Batch Plant Inspector NRMCA	ID#822340	Completed 5/10/2010
	Batch Plant Inspection	3/20/2027	NYSDOT Certification
	Asphalt Lab Testing- FAA		FAA-Certified 3/1987
	Erosion & Sediment Control Training	3/25/2024	DEC# 060T-3252021-217
	Windsor Probe Accredited Operator		Cert.# 31532 7/24/12
	OSHA- 10 hr Construction		
Diane Booras	ACI-Concrete Field Testing	1/18/2025	ACI Certificate 01895461
	Dipstick Floor Profiler- ASTM 1155		Completed 2/13/20
	Batch Plant Inspection	7/13/2024	NYSDOT Certification
	OSHA- 10 hr Construction		
Patrick Ferrante	Nuclear Density Equipment Training		Completed 7/23/2019
	OSHA- 10 hr Construction		
Paul Ferrante	ACI-Concrete Field Testing	9/15/2023	ACI Certificate
	Nuclear Density Equipment Training		Completed 7/23/2019
Roy Jacaruso	ACI-Concrete Field Testing	4/26/2026	ACI Certificate
	ACI-Masonry Field Testing	2/3/2023	ACI Certificate
	OSHA- 10 hr Construction		Completed 9/14/15
Rocco Centolanza	ACI-Concrete Field Testing	11/18/2022	ACI Certificate
	OSHA- 10 hr Construction		
	Nuclear Density Equipment Training		Completed 7/23/2019
	Dipstick Floor Profiler- ASTM 1155		Completed 2/13/20

Rob McGuinness	ACI-Concrete Field Testing	8/20/2026	ACI Certificate
	OSHA- 10 hr Construction		
Al Piascik	ACI-Concrete Field Testing	4/16/2026	ACI Certificate
	OSHA- 10 hr Construction		
	Nuclear Density Equipment Training		Completed 5/20/21
	Batch Plant Inspection	6/28/2026	NYSDOT Certificate
Mike Buckley	QA/QC HMA Technician	3/17/27	NY State Certificate
	ACI-Concrete Field Testing	6/19/2025	ACI Certificate 2047134
	Batch Plant Inspection	3/20/27	NYSDOT Certificate
	OSHA- 10 hr Construction		
Ryan Shores	ACI-Concrete Field Testing	3/24/2023	ACI Certificate
	QC-QA HMA Technician	3/8/2024	NY State Certificate
	OSHA- 10 hr Construction		
	Nuclear Density Equipment Training		Completed 8/15/18
	Batch Plant Inspection	3/20/2027	NYSDOT Certificate
	Windsor Probe Accredited Operator		Cert.# 31495 2/26/18
Nick VanSkyock	ACI-Concrete Field Testing	10/2/25	ACI Certificate
	QC-QA HMA Technician	3/17/27	NY State Certificate
	OSHA- 10 hr Construction		Completed 10/11/16
	Nuclear Density Equipment Training		Completed 6/8/21
	Batch Plant Inspection	6/28/26	NYSDOT Certificate

LEGEND:

- ACI = American Concrete Institute
- NICET = National Institute for Certification in Engineering Technologies
- AWS = American Welding Society
- ASNT = American Society for Nondestructive Testing
- NRMCA = National Ready Mixed Concrete Association
- HDPE = High Density Polyethylene
- ADS = Advanced Drainage System
- NYSDOT = NY State Dept. of Transportation
- AWCI = Association of the Wall and Ceiling Industry
- NYS DEC = NY State Dept. of Environmental Conservation
- NPCA = National Precast Concrete Association
- ICC = International Code Council

**Special Inspection Projects
CLIENT COMPLETED PROJECTS**

New (Davis) Cadet Barracks

Project Size: >120 Million

U.S. Military Academy

West Point NY 10922

Mr. Mike Ritterhouse 845-213-8187

Mr. Chris Ayers 614-679-0443

Walsh Construction

Dominican College- >10 million

Project Size: Granito Hall, Hennessy Center , Dining Center

Town of Orangeburg, NY

Orangeburg, NY

Sr. Kathleen Sullivan- 845-359-7800

Dominican College

Keller Army Hospital

Project Size: >24 Million

U.S. Military Academy

West Point NY 10922

Mr. James Titolo 862-371-4754

Morgan Contracting Enterprises

West Point Contract # W911SD-14D-001

Project Size: 7.5 Million

U.S. Military Academy

West Point NY 10922

Mr. John Ewastuyn 845-629-7514

Argenio Brothers

MacArthur/Pershing/Scott Barracks Renovation

Project Size: 50 Million

U.S. Military Academy

West Point NY 10922

Mr. John Leonette 845-527-7220

Whispering Pines Development

Bartlett Hall

Project Size: 70 Million

U.S. Military Academy

West Point NY 10922

Mr. Chuck Hunter 313-732-7152

Walsh Construction



FAIRWAY TESTING

22 North Liberty Drive
P.O. Box 578
Stony Point, NY 10980

Tel: 845.942.2088

www.fairwaytesting.com

CLIENT REFERENCE LIST – ACTIVE PROJECTS

CLIENT	Argenio Bros. (1 million +)
PROJECT	West Point NY Job # W91150-140-001 5yr maintenance. Contract
CONTACT	John Ewastuyn 845-629-7514 johnewas7311@gmail.com
CLIENT	White Plains Hospital (100 million)
PROJECT	MOD IV HOB Project SDI Project 5B Pharmacy Project
CONTACT	Joe Perillo – 914-661-2005 perillo@wphospital.org
CLIENT	UJA Federation – Kaufmann Campground Phase 2 (3 million)
PROJECT	Pearl River, NY
CONTACT	Victoria Inniss (Owner Rep.) 619-729-4735 vi@zubatkin.com
CLIENT	NYSDOT Materials Region 8 (3.5 million)
PROJECT	Contract # 037848 (2020-2023) *Held contract since 1983- present
CONTACT	Dominick Montagna- 845-431-5754 dominick.montagna@dot.ny.org
CLIENT	Valley Cottage Fire Department (8 million)
PROJECT	Valley Cottage Firehouse
CONTACT	Salah Habash- Dack Consulting Solutions -551-275-9305 shabash@dackconsulting.com



22 North Liberty Drive
P.O. Box 578
Stony Point, NY 10980

Tel: 845.942.2088

www.fairwaytesting.com

May 25th, 2022

Mr. David Chen
Project Estimator/Manager
Calgi Construction Company, Inc.
56 Lafayette Avenue, Suite 350
White Plains, NY 10603
dchen@calgiconstruction.com

**Re: Orangetown Town Hall Addition and Alterations Project
Town of Orangetown**

Dear David:

As requested, I am pleased to submit the following fee schedule to supply construction material testing and inspection services on the above-mentioned project.

STORMWATER POLLUTION PREVENTION PLAN

Provide field inspector to perform weekly erosion and sedimentation inspections and maintain jobsite reports as required in SPDES GP-020-001- \$350.00 per visit.

The above fee includes equipment usage, report review by a licensed professional engineer and subsequent distribution.

*Daily rate – 0 to 8 hours portal to portal. Weekends/Holidays/Nights - overtime rate 1.5 times respectively computed hourly rates.

*Travel Time and Mileage costs included in price above

***All services provided upon request of client and/or authorized representative.
Request 24 hour notification prior to time of requested service.***

Very truly yours,
FAIRWAY TESTING CO., INC

Accepted by: _____

Date: _____



Amy A. DeEntremont, President

Please sign upon acceptance and email to this office.



FAIRWAY TESTING

22 North Liberty Drive
P.O. Box 578
Stony Point, NY 10980

Tel: 845.942.2088

www.fairwaytesting.com



CONSTRUCTION MANAGEMENT
 OWNER'S REPRESENTATIVE
 CONSULTING
 GENERAL CONTRACTING

CALGI CONSTRUCTION COMPANY, INC.
 56 Lafayette Avenue, Suite 350
 White Plains, New York 10603
 TEL: 914-666-9423
 FAX: 914-682-9420
 E-MAIL: Dchen@calgiconstruction.com
 www.calgiconstruction.com

SWPPP INSPECTIONS PROPOSAL FORM

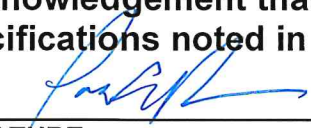
DATE: May 18, 2022
TO: Proposers
FROM: David Chen, Project Estimator/Manager
CC: Jane Slavin, RA, TOO - Office of Building, Zoning, Planning,
 Administration and Enforcement
 Bob Gabalski, AIA, Lothrop
 Vincent Lisanti, AIA Lothrop
 Dominic Calgi, CCC
 Erik Wilson, CCC
RE: Town of Orangetown
 Orangetown Town Hall Addition and Alterations Project
Proposal for Professional Services
SPDES Compliance Inspections & Reporting
(SWPPP Inspections & Reporting Services)
 CCC Project 202207

***Please sign the acknowledgement at the bottom of this form.**

SWPPP Inspections and Reporting Services	Unit Price	Estimated Unit	Total
• Weekly Inspection and Report	\$ 350 ⁻	56 Week	\$ 19,600
• Monthly Inspection and Report	\$ 200 ⁻	5 Month	\$ 1,000
• Permit Closeout	\$ 350 ⁻	Lump Sum	\$ 350 ⁻
• Post-Construction Stormwater Management Controls	\$ 350 ⁻	Lump Sum	\$ 350 ⁻
Total:			

***Unit Price rates are inclusive of all Overhead, Insurances, Fringe Benefits, Taxes, Worker's Compensation, Fees Travel Time and Costs.**

***Acknowledgement that you have reviewed all Contract Drawings and Specifications noted in this Request For Proposal package:**



 SIGNATURE

FAIRWAY TESTING Co. INC. / OPS. MANAGER

 COMPANY NAME / TITLE

Judge William E. Sherwood, P.C.

Mediation, Arbitration and Dispute Resolution

25 Hilltop Drive

New Windsor, NY 12553

(845) 729-4822

E-mail <judgesherwood@yahoo.com>

CURRICULUM VITAE

EDUCATION: B. A Syracuse University
J. D. New York Law School
Numerous National Judicial Institute courses and CLE courses
as participant and instructor

LEGAL EXPERIENCE: Judicial Hearing Officer, private mediator and arbitrator since 2008
New York State Supreme Court Justice 1994 to 2007
Town of Stony Point Town Judge 1988 to 1993
Assistant District Attorney Rockland County 1974 to 1975
Private Law practice 1970 to 1993

Judicial Hearing Officer, private mediator and arbitrator 2008 to present

At the request of the Administrative Judge for the Ninth Judicial District established for the first time a trial assignment part for Rockland County to alleviate a backlog of civil cases. Conferenced and assigned trial-ready cases to trial parts to maximize judicial resources and conducted brief hearings to resolve issues and move cases to disposition.

Conducted jury trials including complex medical malpractice trials. Served as hearing officer on Small Claims Assessment Review matters in Westchester and Putnam Counties resolving thousands of tax disputes.

Served as a hearing officer for many New York municipalities for civil service and police disputes and disciplinary proceedings.

Available to the profession for mediation or arbitration specializing in personal injury claims with more than 600 cases resolved through alternative dispute resolution throughout New York State.

New York State Supreme Court Justice 1994 to 2007

As a New York State Supreme Court Justice handled individual assignment parts throughout the Hudson Valley and served as a trial term judge in New York City. Resolved thousands of civil cases by trial and settlement including personal injury claims, malpractice claims, contract disputes, matrimonial proceedings including custody, visitation and equitable distribution, mental hygiene hearings involving both criminal and civil confinements as well as treatment over objections. Senior Rockland County Justice.

Town of Stony Point Town Judge 1988 to 1993

Misdemeanor trials and felony preliminary hearings, small claims proceedings, vehicle and traffic violations, arraignments, landlord tenant proceedings.

Assistant District Attorney Rockland County 1974 to 1975

Assistant District Attorney for the Honorable Robert Meehan and for the Honorable Kenneth Gribetz. Managed hundreds of justice court proceedings including misdemeanor prosecutions, felony preliminary hearings, prosecuted felony cases in superior court, grand jury proceedings, homicide investigations, training programs for new employees, advised police on proper charges and procedures for search warrants, wiretaps, surveillance, arrest procedures, proper handling and documenting of evidence.

Private law practice 1970 to 1993

As an attorney in a general practice handled civil and criminal trials and proceedings, hundreds of real estate transactions for buyers and sellers, probate and estate proceedings, family law matters including divorce, custody, equitable distribution and family court proceedings including juvenile delinquency and persons in need of supervision and paternity litigation.

Served as town attorney for the Town of Stony Point advising the town board and town departments as well as boards and commissions. Supervised major tax certiorari proceedings and bonding for capital projects.

Represented construction unions as general counsel for the Bricklayers, Masons and Plasterers local and performed services for fringe benefit funds for all local construction unions.

PERSONAL BACKGROUND:

Honorable Discharge from the New York State National Guard and the United States Army Reserves.

Past President of the Community Foundation of Rockland County, Past President of Spring Valley Rotary, Board and charter member of the Stony Point Chapter Sons of the American Revolution, Board member for the Rockland County Bar Association, Rockland County Historical Society, member of New York State Bar Association, American Legion.

John M. Flannery
914.872.7111 (direct)
John.Flannery@wilsonelser.com

May 31, 2022

Town of Orangetown
Town Attorney's Office
26 Orangeburg Road
Orangeburg, New York 10962

Attention: Robert v. Magrino, Esq.

Re: Engagement Letter

Dear Mr. Magrino:

This Letter of Engagement confirms the terms of our engagement, and is furnished in accordance with Part 1215 of Title 22 of the Official Compilation of Codes, Rules and Regulations of the Supreme Court of the State of New York, effective April 10, 2002.

NATURE OF OUR REPRESENTATION

You have engaged Wilson Elser Moskowitz Edelman & Dicker LLP to represent the Town of Orangetown in connection with the matter entitled *Maureen Quinn v. Suez Water New York, Inc., Town of Orangetown, and Krammars, LLC*, venued in Supreme Court, Rockland County, bearing an index number of 030210/2021.

FEES, EXPENSES AND BILLING PRACTICE

We will submit our invoices on a monthly basis for each month during which services are rendered in accordance with the Scope of Our Representation. Invoices will be forwarded to you and/or Gallagher Bassett for payment. Our rates range from \$250.00 per hour for Partners, \$225.00 per hour for Associates and \$110 per hour for Paralegal services. We will keep you closely advised of the costs and you can then determine how best to proceed economically.

1133 Westchester Avenue | White Plains, NY 10604 | p 914.323.7000 | f 914.323.7001
150 East 42nd Street | New York, NY 10017 | p 212.490.3000 | f 212.490.3038 | wilsonelser.com

Albany, NY | Atlanta, GA | Austin, TX | Baltimore, MD | Beaumont, TX | Birmingham, AL | Boston, MA | Charlotte, NC | Chicago, IL | Dallas, TX | Denver, CO
Detroit, MI | Edwardsville, IL | Florham Park, NJ | Garden City, NY | Hartford, CT | Houston, TX | Jackson, MS | Las Vegas, NV | London, England | Los Angeles, CA
Louisville, KY | McLean, VA | Merrillville, IN | Miami, FL | Milwaukee, WI | Nashville, TN | New Orleans, LA | New York, NY | Orlando, FL | Philadelphia, PA | Phoenix, AZ
Raleigh, NC | San Diego, CA | San Francisco, CA | Sarasota, FL | Seattle, WA | Stamford, CT | St. Louis, MO | Washington, DC | West Palm Beach, FL | White Plains, NY

Retainer Agreement
Town of Orangetown
May 31, 2022

: - 2 -

After receiving our invoice, we expect that you will promptly remit payment within 30 days. We reserve the right to withdraw as counsel and terminate our representation if any invoice remains outstanding for more than 30 days or for any other valid cause. Of course, you may terminate this agreement and our representation at any time you desire.

RIGHT TO ARBITRATION

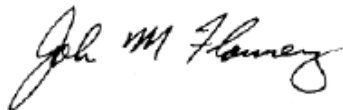
In the event that a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which shall be provided to you upon request.

Please sign below indicating your acknowledgement of and agreement to the terms of this letter and the Scope of Our Representation on your behalf. Should you have any questions regarding our engagement, please do not hesitate to call us.

Thank you for retaining us. It will be our pleasure to represent you in this matter.

Very truly yours,

Wilson Elser Moskowitz Edelman & Dicker LLP



John M. Flannery

**I HAVE READ THIS ENGAGEMENT LETTER,
I UNDERSTAND IT AND I AGREE TO ITS TERMS:**

Town of Orangetown

By: _____
Robert V. Magrino, Esq.

Retainer Agreement
Town of Orangetown
May 31, 2022

: - 3 -

Statement of Client's Rights (Part 1210)

The Departments of the Appellate Division of the Supreme Court, pursuant to the authority vested in them, have adopted the following Statement of Client's Rights, as amended effective April 15, 2013, and as set forth in Part 1210 of Title 22 of the Official Compilation of Codes, Rules and Regulations of the State of New York:

1. You are entitled to be treated with courtesy and consideration at all times by your lawyer and the other lawyers and non-lawyer personnel in your lawyer's office.

2. You are entitled to have your attorney handle your legal matter competently and diligently, in accordance with the highest standards of the profession. If you are not satisfied with how your matter is being handled, you have the right to discharge your attorney and terminate the attorney-client relationship at any time. (Court approval may be required in some matters, and your attorney may have a claim against you for the value of services rendered to you up to the point of discharge.)

3. You are entitled to your lawyer's independent professional judgment and undivided loyalty uncompromised by conflicts of interest.

4. You are entitled to be charged reasonable fees and expenses and to have your lawyer explain before or within a reasonable time after commencement of the representation how the fees and expenses will be computed and the manner and frequency of billing. You are entitled to request and receive a written itemized bill from your attorney at reasonable intervals. You may refuse to enter into any arrangement for fees and expenses that you find unsatisfactory. In the event of a fee dispute, you may have the right to seek arbitration; your attorney will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.

5. You are entitled to have your questions and concerns addressed promptly manner and to receive a prompt reply to your letters, telephone calls, emails, faxes, and other communications.

6. You are entitled to be kept reasonably informed as to the status of your matter and are entitled to have your attorney promptly comply with your reasonable requests for information, including your requests for copies of papers relevant to the matter. You are entitled to sufficient information to allow you to participate meaningfully in the development of your matter and make informed decisions regarding the representations.

7. You are entitled to have your legitimate objectives respected by your attorney. In particular, the decision of whether to settle your matter is yours and not your lawyer's. (Court approval of a settlement is required in some matters.)

8. You have the right to privacy in your communications with your lawyer and to have your confidential information preserved by your lawyer to the extent required by law.

9. You are entitled to have your attorney conduct himself or herself ethically in accordance with the New York Rules of Professional Conduct.

10. You may not be refused representation on the basis of race, creed, color, religion, sex, sexual orientation, age, national origin or disability.



Miracle Recreation Equip. Co.
878 E. US Hwy 60
Monett, MO 65708
1-888-458-2752

QUOTE: R0069210160

Prepared For:

Aric Gorton
Town of Orangetown
81 Hunt rd
orangeburg, NY 10962
(845) 359-6503 (phone)
agorton@orangetown.com

Project Name & Location:

Prepared by:

Pettinelli Recreation Inc.

423 Kenwood Avenue
Delmar, NY 12054
(518) 461-5917 (phone)
Robert@PettinelliRecreation.com

Quote Number: R0069210160
Quote Date: 6/6/2022
Valid For: 30 Days From Quote Date

PlayArea_Q1

Product line: Freestanding
Age group: 5-12

Components

Part Number	Description	Qty	Weight	Unit Price	Total
SGR2005-1-48A	2- Person Chest Press	1	0.00	4,195.00	4,195.00
SGR2005-1-91	Rowing Machine	1	0.00	2,695.00	2,695.00
SHP2009-5-03	Eliptical Ctoss Trainer	1	0.00	3,495.00	3,495.00
UBX-289	Upright Bike	1	0.00	2,195.00	2,195.00
UBX-292	Stepper Machine	1	0.00	6,195.00	6,195.00

Parts By Other

Part Number	Description	Qty	Weight	Unit Price	Total
gprep	Ground prep for rubber stone base	1750	0.00	2.50	4,375.00
PIPR1	Poured in Place Rubber	1750	0.00	16.50	28,875.00

Totals:

Equipment Weight: 0.00 lbs
Equipment List: \$18,775.00
Discount Amount: -\$0.00
Equipment Price: \$18,775.00
Freight: \$1,977.00 Code: Needed

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to Miracle, and Miracle hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidation. Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document and retransmission of any signed facsimile or other electronic transmission shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

Rev E 021815

**ADDENDUM IV TO
AGREEMENT FOR THE SCHOOL RESOURCE OFFICER PROGRAM**

Subject to the general terms and conditions in the Agreement for the School Resource Officer Program, Addendum I to that agreement dated August 20, 2018, the Memorandum of Understanding executed September 2019, and Addendum III to that agreement dated September 2021 (collectively "the Agreement"), the Town of Orangetown Police Department, the Town of Orangetown, and the South Orangetown Central School District agree to renew the Agreement for a term of one (1) year, commencing on September 1, 2022 and ending on August 31, 2023 at the reimbursement rate set forth in Section 3.05 of the original Agreement.

All provisions of the Agreement between the parties that are not changed by this Addendum IV shall continue in full force and effect.

SO AGREED:

Robert Pritchard, Ed.D.
Superintendent
South Orangetown CSD

Donald Butterworth
Chief of Police
Town of Orangetown Police Department

Teresa Kenny
Supervisor
Town of Orangetown

Dated: _____



Contract Award Notification

Title	: Group 77201 – Intelligent Facility & Security Systems and Solutions (Statewide) Classification Code(s): 32, 43, 46, 92
Award Number	: 23150 (Replaces Award 20191)
Contract Period	: August 27, 2019 – August 26, 2024
Bid Opening Date	: June 6, 2019
Date of Issue	: August 27, 2019: Revised December 20, 2021
Specification Reference	: As Incorporated In The Solicitation and Contract Award Letters
Contractor Information	: Appears on Page 2 of this Award

Address Inquiries To:

State Agencies, Authorized Users, & Vendors	Others
Name : Michael DeCicco Title : Contract Management Specialist Phone : 518-474-3562 E-mail : Michael.decicco@ogs.ny.gov	Name : Michael DeCicco Title : Contract Management Specialist Phone : 518-474-3562 E-mail : Michael.decicco@ogs.ny.gov

**Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

This Award is to provide Intelligent Facility & Security Systems and Solutions throughout the State. This contract makes use of a regional approach, with New York State being divided into nine (9) Regions. This contract has two (2) Lots: Lot 1 for Equipment Only, and Lot 2 for Systems & Solutions (Equipment, Installation, Integration, and Maintenance). To obtain Equipment and Services under This Award, Authorized Users should review the "How-to-Use" guide that is part of This Award.

This Contract Award Notification contains MWBE goals of 15% MBE and 15% WBE. SDVOB Goals of 6%.

PR # 23150

(continued)

CONTRACT #	LOT	REGIONS	CONTRACTOR & ADDRESS	FED. I.D. #	NYS VENDOR #
PT68744 MBE SBE	2	1, 2	Troy Dwain Binns LLC dba 1Star-Networks LLC 1140 E 92 nd St Brooklyn, NY 11236	271184856	1100104305
PT68745 SBE	2	1-9	A+ Technology & Security Solutions, Inc. 1490 North Clinton Ave Bay Shore, NY 11706	113571518	1100005450
PT68746 SBE	2	1, 2, 3, 4, 5	Absolute Connections, Inc. 220 N Putt Corners Rd New Paltz, NY 12561	050566475	1100125900
PT68747 WBE SBE	2	5, 7	Access Technology Integration, Inc. 461 Main Ave., P.O. Box 233 Wynantskill, NY 12198	562652558	1000009524
PT68748 SBE	2	1-9	Adirondack Cabling, Inc. dba Adirondack Security 10 Petra Lane Albany, NY 12205	141686851	1000007019
PT68749	2	1, 2, 3, 4	AFA Protective Systems Inc. 155 Michael Drive Syosset, NY 11791	131805009	1000026031
PT68750 SBE	1	4, 5, 6, 7, 8	Air Temp Heating & Air Conditioning, Inc. 1165 Front St Binghamton, NY 13905	161215020	1000015569
PT68751 SBE	2	5, 6	Alarm and Suppression, Inc. 331 Ushers Rd, Suite 3 Ballston Lake, NY 12019	223287148	1000017106
PT68752 SBE	2	2, 3, 4	Alarm Specialists 333 Old Tarrytown Rd White Plains, NY 10603	133049123	1100128520
PT68754	2	5, 6, 7	Alltech Integrations, Inc. 7463 State Highway 11 Potsdam, NY 13676	261710207	1100018580
PT68756 SBE	2	1, 2	American Security Technologies, Inc. d/b/a Life Button 24, Smoke Alarm Monitoring, Monitored Tech 580 East Meadow Ave East Meadow, NY 11554	112850362	1000046981
PT68757	1	1-9	Anixter, Inc. 325 Washington Ave Ext., Suite 100 Albany, NY 12205	362361285	1000004825
PT68758 MBE SBE	2	3, 4	Arco Protection Systems, Inc. 532 Main St. Poughkeepsie, NY 12601	743083532	1100016668
PT68759	1	1-9	Armstrong Pumps, Inc. 93 East Ave North Tonawanda, NY 14120	160910412	1100198812

CONTRACT #	LOT	REGIONS	CONTRACTOR & ADDRESS	FED. I.D. #	NYS VENDOR #
PT68761 SBE	2	5, 7, 8, 9	Ber-National Controls, Inc. 105 Arterial Rd Syracuse, NY 13206	161365817	1000008100
PT68762	2	1, 2	Briscoe Protective LLC 99 Mark Tree Rd, Suite 201 Centereach, NY 11720	112485383	1000011694
PT68763 SBE	1	1-9	Canal Alarm Devices, Inc. dba Surveillance Video 387 Canal St New York, NY 10013	132785858	1000006217
PT68764 SBE	2	1, 2, 3, 4, 5	Care Security Systems, Inc. 7 Hemion Rd Montebello, NY 10901	112974370	1100028028
PT68765	2	1, 2	Carrier Communications Corp d/b/a Multi-Media Communication 190 Adams Ave Hauppauge, NY 11798	112314408	1000005648
PT68766	2	1-9	Carrier Corporation 9701 Old Statesville Road Charlotte, NC 28269	060991716	1000021101
PT68768 SBE	2	1, 2, 3, 4	Central Home Systems, Inc. d/b/a CHS 115 Rome St Farmingdale, NY 11735	112465536	1000037923
PT68769 SBE	2	1, 2	Certified Multi-Media Solutions, Ltd 95 Toledo St Farmingdale, NY 11735	203530105	1100019619
PT68770	2	1, 2, 3	Champion Alarm Systems, Ltd. d/b/a Champion Systems Integration 30 Rome St Farmingdale, NY 11735	113472353	1100082327
PT68771	2	1-9	Clearview Data Systems, Inc. 3478 Timothy Lane East Aurora, NY 14052	043435780	1000011101
PT68772	2	3, 4, 5, 6, 7	Comalli Group, Inc. 7 Westview Rd Pittsfield, MA 01201	042740406	1000011057
PT68773	2	4, 5, 6, 7, 8, 9	Comfort Systems USA (Syracuse) d/b/a ABJ Fire Protection Company 6500 New Venture Gear Drive East Syracuse, NY 13057	160902042	1000028421
PT68774 SBE	2	3, 4, 5, 6, 7, 8, 9	Computerized Inventory Concepts, Inc. d/b/a Integrated Systems 50 Victor Heights Parkway Victor, NY 14564	161206834	1000039701

CONTRACT #	LOT	REGIONS	CONTRACTOR & ADDRESS	FED. I.D. #	NYS VENDOR #
PT68775 SBE	2	1, 2, 3, 4	Contemporary Computer Services, Inc. 200 Knickerbocker Ave Bohemia, NY 11716	112339385	100000513
PT68776 SBE	2	3, 4, 5, 6, 7, 8, 9	Control Network Communications, Inc. 16 Jupiter Lane, Suite 7 Albany, NY 12205	141758220	1000027806
PT68777	2	1, 2	Control Technologies, Inc. 43-01 22 nd St, Suite 522 Long Island City, NY 11101	030306764	1000036148
PT68778	2	1-9	Convergent Technologies, LLC 14 Petra Lane Albany, NY 12205	364444620	1100017930
PT68779 SBE	2	1-9	CSI Security & Electric Inc. d/b/a Centennial Security Integration 48-02 25 th Avenue, #306 Astoria, NY 11103	201607563	1000049595
PT68780	2	1, 2, 3, 4	Custom Computer Specialists, Inc. 70 Suffolk Ct Hauppauge, NY 11788	112497640	1000005692
PT68782 SBE	2	3, 4, 5, 6, 7, 8, 9	Davis-Ulmer Sprinkler Co., Inc. 7633 Edgecomb Drive Liverpool, NY 13088	160710179	1000007458
PT68783	2	1-9	Day Automation Systems, Inc. 7931 Rae Blvd. Victor, NY 14564	161576146	1000008400
PT68784 SBE	2	1, 2	Design Video Security Systems Corp. 10 5 th St Valley Stream, NY 11581	264183692	1100062064
PT68786 SBE	2	1, 2, 3, 4, 5	Digital Provisions, Inc. 3385 Veterans Memorial Highway, Suite E Ronkonkoma, NY 11779	113553282	1100109808
PT68787 SBE	2	1-9	Digital Surveillance Solutions, Inc. 485 Cayuga Rd Buffalo, NY 14225	200886315	1000008549
PT68788	2	3, 4, 5, 6, 7, 8, 9	Doyle Security Systems, Inc. 792 Calkins Rd Rochester, NY 14623	161407240	1000008158
PT68789 SBE	2	2, 3, 4, 5	Dutchess Tel-Audio, Inc. 10 Steele Rd New Windsor, NY 12553	141484744	1100036764
PT68790	1	4, 5, 6	Eastern Heating & Cooling 880 Broadway Albany, NY 12207	141713597	1000051515

CONTRACT #	LOT	REGIONS	CONTRACTOR & ADDRESS	FED. I.D. #	NYS VENDOR #
PT68791 SBE	2	3, 4, 5, 6	eCLIPSE Network Solutions LLC 122 Karner Rd Albany, NY 12205	141829151	1000043799
PT68792	2	1, 2, 3	EIA Datacom, Inc. 34-07 37 th Ave. Long Island City, NY 11101	020561875	1000005210
PT68793	2	2, 3	Electronic Systems Solutions (ESS), Inc. 250 Clearbrook Road Elmsford, NY 10523	223477278	1000008849
PT68794 WBE, SBE	2	3, 4, 5, 6, 7, 8, 9	FES Installations, Inc. 6956 US Route 20 Madison, NY 13402	262552055	1000040480
PT68795 SBE	2	3, 4, 5, 6	Fire, Security & Sound Systems, Inc. 4 Avis Drive, Suite 110 Latham, NY 12110	262774212	1000031076
PT68796 SBE	2	7	Firefighting Equipment Co., Inc. 206 S George St Rome, NY 13440	161582438	1000008412
PT68797 MBE SBE	2	1, 2	Frontline Security Solutions, Inc. 15 St. James Place, 3G New York, NY 10038	223947131	1000030630
PT69263 WBE SBE	2	3, 4	Gemba Security Solutions LLC 22 Somerset Lane Warwick, NY 10990	611952877	1100243438
PT68800 SBE	2	3, 4	Global Protection Systems, Inc. 12 Jolliffe Lane Congers, NY 10920	820538072	1000056087
PT68801 SBE	2	1, 2, 3, 4, 5, 6, 7, 8	GM Data Communications, Inc. 10 Vandewater St Farmingdale, NY 11735	202468886	1000049148
PT68803	1	1-9	Graybar Electric Company Inc 800 Huyler Street Teterboro, NJ 07608	130794380	1000025919
PT68804 SBE	2	7, 8, 9	Great Lakes Building Systems, Inc. 116 Gruner Rd Buffalo, NY 14227	161602109	1000016386
PT68805 SBE	2	8, 9	Greater Niagara Mechanical, Inc. 7311 Ward Rd North Tonawanda, NY 14120	208558602	1000030241
PT68806 WBE SBE	2	1-9	Hello Alert, Inc. 577 Brook Avenue Deer Park, NY 11729	200368439	1000041894
PT68807	2	1-9	Honeywell International Inc. dba Honeywell Building Solutions 14 Columbia Circle Drive, Suite 101 Albany, NY 12203	222640650	1000030448

CONTRACT #	LOT	REGIONS	CONTRACTOR & ADDRESS	FED. I.D. #	NYS VENDOR #
PT68808 SBE	2	1-9	I.K. Systems, Inc. 7625 Main St Fishers Victor, NY 14564	161326770	1100004373
PT68809	2	1-9	Idemia Identity & Security USA LLC 296 Concord Rd, Suite 300 Billerica, MA 01821	043320515	1100200065
PT68810 SBE	1	1, 2, 3	Idesco Corporation 37 W 26th St, 10th Floor New York, NY 10010	130867868	1000006068
PT68811 SBE	2	1, 2, 3	Intelli-Tec Security Services, LLC 150 Eileen Way Syosset, NY 11791	113580229	1100004360
PT68812	2	1-9	Intervid, Inc. 5111 Pegasus Court, Suite C Frederick, MD 21704	521368578	1000044914
PT68813 SBE	2	1-9	Intralogic Solutions, Inc. 511 Ocean Ave Massapequa, NY 11758	201681666	1000041514
PT68814 WBE SBE	2	1, 2, 3, 4	ITG Larson, Inc. 155 Lafayette Ave White Plains, NY 10603	113395980	1100126890
PT68815 MBE SBE	2	1, 2, 3	J Fire Protection, Inc. d/b/a Star Fire Protection Co 224-50 Braddock Ave Queens Village, NY 11428	201831870	1100082145
PT68816	2	1-9	Johnson Controls Fire Protection LP 1399 Vischer Ferry Crescent Rd Clifton Park, NY 12065	582608861	1000032326
PT68817	2	1-9	Johnson Controls, Inc. 5757 North Green Bay Ave Milwaukee, WI 53201-0591	390380010	1000040717
PT68818	2	1-9	Johnson Controls Security Solutions, LLC 16 Jupiter Lane, Suite 5 Albany, NY 12205	581814102	1000018330
PT68819	2	1-9	Kelley Bros, LLC 317 E Brighton Avenue Syracuse, NY 13205	150511382	1000007335
PT68820 SBE	1	1-9	Kintronics, Inc. 500 Executive Blvd, #202 Ossining, NY 10562	132913208	1000019534
PT68824	2	1-9	Life Safety Engineered Systems, Inc. 60 Sonwil Dr Buffalo, NY 14225	161461069	1000003669
PT68825	2	1-9	Linstar, Inc. 430 Lawrence Bell Drive Buffalo, NY 14221	161559780	1000008366

CONTRACT #	LOT	REGIONS	CONTRACTOR & ADDRESS	FED. I.D. #	NYS VENDOR #
PT68826	1	8, 9	Logical Control Solutions 829 Phillips Rd Victor, NY 14564	161475836	1100145291
PT68827	2	1, 2, 3, 5	LPC, Inc. 7100 New Horizons Blvd North Amityville, NY 11701	113181416	1000043279
PT69904 SBE	2	6	Mahoney Notify-Plus, Inc. 15 Cooper St Glens Falls, NY 12801	141590021	1000006857
PT68830 WBE SBE	2	1, 2	Mason Technologies, Inc. 517 Commack Road Deer Park, NY 11729	383665918	1000044821
PT68831 SBE	2	1-9	Metropolitan Data Solutions Management d/b/a Metropolitan Data Solutions 279 Conklin St Farmingdale, NY 11735	113636486	1000006010
PT69233	2	1-9	Minuteman Security Technologies, Inc. 1 Connector Road Andover, MA 01810	043825865	1100231089
PT68832 WBE SBE	2	2, 3	MKJ Communications, Inc. 850 Third Ave, Suite 407 Brooklyn, NY 11232	205160331	1100055130
PT68833	2	1-9	Motorola Solutions, Inc. 123 Tice Blvd, Suite 202 Woodcliff Lake, NJ 07677	361115800	1000031408
PT68835	2	1, 2	National Fire & Safety Solutions, Inc. 211 Knickerbocker Ave Bohemia, NY 11716	113480586	1100100278
PT68836 SBE	2	1, 2	NCD Communications, Inc. 103 Bridge Road Islandia, NY 11749	113363073	1000043310
PT68837 SBE	2	1, 2, 3, 4	Networked Educational Technologies, Ltd. d/b/a CSDNET 874 Montauk Highway Bayport, NY 11705	113410788	1100008294
PT68838	2	4, 5	New England Mechanical Services, Inc. d/b/a EMCOR Services New England Mechanical 4 Airport Park Blvd Latham, NY 12110	060837515	1100018094
PT68839	2	1-9	New England Systems & Software, Inc. 33 Holly Lane Lake George, NY 12845	141662031	1000027625
PT68841	2	1-9	Open Systems Integrators, Inc. 1232 New Loudon Rd Cohoes, NY 12047	223692843	1000030599

CONTRACT #	LOT	REGIONS	CONTRACTOR & ADDRESS	FED. I.D. #	NYS VENDOR #
PT68842 SBE	2	1, 2, 3, 4	Open Systems Metro NY, Inc. dba Open Systems Metro 258 Route 117 By-Pass Rd Bedford Hills, NY 10507	270159093	1100014531
PT68844 SBE	2	1-9	Priority Connections, LLC 6260 South Bay Rd Cicero, NY 13039	202004508	1000016603
PT68847 SBE	2	1, 2, 3, 4, 5	Plugout LLC 33 Park Place Englewood, NJ 07631	510493362	1100120703
PT68848	2	1-9	ADT Commercial LLC 1501 Yamato Rd. Boca Raton, FL 33431 * ADT Commercial LLC is a disregarded entity of The ADT Security Corporation (Parent/Owner). ADT Security Corporation's Employer Identification Number is 45-4517261. The Parent/Owner's Employer Identification Number is used for payment purposes under the Contract. ADT Commercial LLC is the entity who holds Contract PT68848, has obtained and holds the NYS Fire Alarm and Security System Installer License (#12000346320), and is fully responsible for the performance of duties under Contract PT68848.	45-4517261	1100259351
PT68849	2	1-9	Response Technologies, Ltd. 365 Industrial Drive Harrison, OH 45030	311711254	1100156253
PT68850 SBE	2	1-9	Ronco Specialized Systems, Inc. 84 Grand Island Blvd. Tonawanda, NY 14150	161277982	1100007821
PT68852	2	3, 4, 5, 6	Safeco Alarm Systems, Inc. 642 Broadway Kingston, NY 12401	141624383	1000014032
PT68853 SBE	2	1, 2, 3, 4	Safezone24 LLC 1173 Lincoln Place Brooklyn, NY 11213	261537780	1000047282
PT68854	1	1-9	Sapling, Inc. d/b/a The Sapling Company 670 Louis Drive Warminster, PA 18974	232732498	1100127793
PT68855 SBE	2	1, 2, 3	Scarsdale Security Systems, Inc. 132 Montgomery Ave Scarsdale, NY 10583	133139173	1100009505
PT68856	2	1, 2, 3	Schneider Electric Buildings Americas, Inc. 210 Meadowlands Parkway, Ste D Secaucus, NJ 07094	752066352	1000032568

CONTRACT #	LOT	REGIONS	CONTRACTOR & ADDRESS	FED. I.D. #	NYS VENDOR #
PT68857	2	1-9	SecureWatch24 LLC d/b/a SW24 One Penn Plaza, Ste 4000 New York, NY 10119	200914683	1000044257
PT68858	2	1-9	Securitas Electronic Security, Inc. 3800 Tabs Dr. Uniontown, OH 44685	474992129	1100159935
PT68859 SBE	2	1, 2, 3	Security Management Systems 18 Industrial Park Drive Port Washington, NY 11050	112477627	1000046971
PT68860	2	1-9	Siemens Industry, Inc. 100 Technology Drive Alpharetta, GA	132762488	1000006213
PT68862 SBE	2	3, 4, 5, 6, 7, 8, 9	SRI Fire Sprinkler LLC 1060 Central Ave Albany, NY 12205	263567501	1000009046
PT68863	2	1-9	Stanley Convergent Security Solutions Inc. 8350 Sunlight Dr Fishers, IN 46037	201044950	1000029878
PT68864 SBE	2	1, 2, 3, 4, 5	Stratagem Security, Inc. 2 Westchester Plaza Elmsford, NY 10523	132781197	1000047038
PT68865 SBE	2	1-9	Suffolk Lock & Security Professionals, Inc. d/b/a SL Security Pros, Inc. 430 West Montauk Hwy Lindenhurst, NY 11757	112518978	1000024240
PT68866 SBE	2	5, 7, 8	Syracuse Time & Alarm Co., Inc. 2201 Burnet Ave Syracuse, NY 13206	161184747	1000003539
PT68867	1	1-9	TEC Solutions Concepts, Inc. 463 5th St Hoboken, NJ 07030	412135449	1100126793
PT68868 SBE	2	1, 2, 3, 4, 5, 6, 7, 8	Technical Building Services, Inc. 12E Commerce Drive Ballston Spa, NY 12020	141625459	1000027547
PT68869 WBE SBE	2	7, 8, 9	Technical Systems Group, Inc. 1799 N Clinton Ave. Rochester, NY 14621	161189739	1000057163
PT68870	2	7, 8, 9	The Betlem Service Corporation d/b/a EMCOR Services Betlem 704 Clinton Ave South Rochester, NY 14620	160878073	1000028416
PT68871 SBE	2	1, 2	Tomex Electronics, Inc. 22-62 45 th St Astoria, NY 11105	113122941	1100128433
PT68872	1	1-9	Traffic Systems, Inc. 1 Corporate Drive, Suite 1 Holtsville, NY 11742	113166846	1000012129

CONTRACT #	LOT	REGIONS	CONTRACTOR & ADDRESS	FED. I.D. #	NYS VENDOR #
PT68873	2	1-9	Trane U.S. Inc. d/b/a Trane 45-18 Court Square Long Island City, NY 11101	250900465	1000030930
PT68874	2	1, 2	Transmit Plus, Inc. 246 Farhan Lane North Babylon, NY 11703	010938670	1100030394
PT68875 SBE	2	1, 2	Tritech Security Systems, LLC dba Idesco Security Systems 625 Locust St, Suite 300 Garden City, NY 11530	464958768	1100225614
PT68876	1	1-9	Trojan Energy Systems, Inc. 2790 6 th Ave Troy, NY 12180	141744971	1100001364
PT68877 SBE	2	1-9	U&S Services, Inc. 95 Stark St Tonawanda, NY 14150	161364177	1000015826
PT68879	2	1-9	Unlimited Technology, Inc. 237 West 35 th St., Suite 801 New York, NY 10001	232993877	1100005402
PT68881 SDVOB SBE	2	1-9	Virsig LLC 48-02 25 th Avenue, #305 Astoria, NY 11103	471416020	1100138580
PT68883 SBE	2	1, 2, 3, 4, 5, 7	Washington Computer Services, Inc. 225 West 35 th St, 17 th Floor New York, NY 10001	133086643	1000032987

Cash Discount, If Shown, Should be Given Special Attention.

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments in this document.)

AGENCIES SHOULD NOTIFY PROCUREMENT SERVICES PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO PROCUREMENT SERVICES.

LOTS:

This Award consists of the following Lots:

LOT 1: Equipment Only

LOT 2: Systems & Solutions (Equipment, Installation, Integration, and Maintenance)

REGIONS:

This Award contains the Regions set forth below:

Regions	Counties	
Region 1	Nassau	Suffolk
Region 2	Bronx Kings New York	Queens Richmond
Region 3	Dutchess Putnam	Westchester
Region 4	Orange Rockland	Sullivan Ulster
Region 5	Albany Columbia Delaware Fulton Greene	Montgomery Otsego Rensselaer Schenectady Schoharie
Region 6	Clinton Essex Franklin Hamilton	Saratoga Warren Washington
Region 7	Cayuga Herkimer Jefferson Lewis Madison	Oneida Onondaga Oswego St. Lawrence
Region 8	Broome Chemung Chenango Cortland Livingston Monroe Ontario	Schuyler Seneca Steuben Tioga Tompkins Wayne Yates
Region 9	Alleghany Cattaraugus Chautauqua Genesee	Erie Niagara Orleans Wyoming

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SBE listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

Procurement Services supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS, RP, RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

**State of New York
Office of General Services
PROCUREMENT SERVICES
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.: _____ **Contractor:** _____

Describe Product* Provided (Include Item No., if available): _____

***Note:** "Product" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments: _____

 _____ (over)

Agency: _____ Prepared by: _____
 Address: _____ Title: _____
 _____ Date: _____
 _____ Phone: _____
 _____ E-mail: _____

Please Return by Email or Mail to:
 OGS PROCUREMENT SERVICES
 Customer Services, 38th Floor
 Corning Tower - Empire State Plaza
 Albany, New York 12242
 customer.services@ogs.ny.gov
 * * * * *



Quote

Date	Quote #
3/8/2022	ES29989

Bill To: Matt Lenihan
Town of Orangetown
26 Orangeburg Road
IT Department
Orangeburg NY 10962

Ship To: Matt Lenihan
Town of Orangetown
26 Orangeburg Road
IT Department
Orangeburg NY 10962

Title	Terms	Rep
Town Treatment Plant and Pump Stations CCTV AVA	Net 30	Sobel, Matthew

Ln #	Qty	Description	Unit Price	Ext. Price
1	34	5MP Camera <i>Manuf. Part #: IPV-51-IR</i>	\$811.69	\$27,597.46
2	10	360 Dome Camera <i>Manuf. Part #: IPV-64-A</i>	\$1,116.25	\$11,162.50
3	10	Corner Mount <i>Manuf. Part #: ACC-MNT-3</i>	\$61.00	\$610.00
4	10	Arm Mount <i>Manuf. Part #: ACC-MNT-2</i>	\$61.00	\$610.00
5	10	Pendant Cap Mount <i>Manuf. Part #: ACC-MNT-8</i>	\$41.00	\$410.00
6	528	Hosted Video <i>Manuf. Part #: OVA</i>	\$13.50	\$7,128.00
7	9	PoE+ managed fanless gigabit network switch, optimized for Axis network products. 2 SFP/RJ45 uplink ports and 8 PoE+ ports with 130W power supply. Built in DCHP server for plug-and-play camera setup. Easy system configuration for effective installation of Axis network products <i>Manuf. Part #: 01191-004</i>	\$375.06	\$3,375.54
8	2	Outdoor 4-port managed PoE switch for surveillance applications. 4 PoE ports with up to 60W PoE per port and one SFP port for uplink. Robust metal enclosure with wide temperature range , IP67 and surge protection for demanding installations. Managed switch for remote configuration and management. <i>Manuf. Part #: 01449-001</i>	\$1,127.06	\$2,254.12
9	2	Pole mount for our outdoor midspans and switch. <i>Manuf. Part #: 01149-001</i>	\$55.46	\$110.92

Ln #	Qty	Description	Unit Price	Ext. Price
10	9	CAT 6 DIR BUR 1000' BLACK <i>Manuf. Part #: 51101008</i>	\$285.51	\$2,569.59
11	10	5 GHZ NANOSTATION AC <i>Manuf. Part #: NS-5AC-US</i>	\$122.55	\$1,225.50
12	10	INDIVIDUAL UNIVERSAL ANTENNA MOUNT <i>Manuf. Part #: UB-AM</i>	\$6.65	\$66.50
13	1	Shipping	\$0.00	\$0.00
14	4	NYS Contract PT68745 - Region 4 Labor Rates Tab - Line 27 <i>Manuf. Part #: Total Hourly Rate</i>	\$159.00	\$636.00
15	26	NYS Contract PT68745 - Region 4 Labor Rates Tab - Line 23 <i>Manuf. Part #: Total Hourly Rate</i>	\$159.00	\$4,134.00
16	22	NYS Contract PT68745 - Region 4 Labor Rates Tab - Line 21 <i>Manuf. Part #: Total Hourly Rate</i>	\$159.00	\$3,498.00
17	358	NYS Contract PT68745 - Region 4 Labor Rates Tab - Line 4 <i>Manuf. Part #: Total Hourly Rate</i>	\$159.00	\$56,922.00

Pricing as per contract# : NYS PT68745 A+ T&S: Security Contract

Subtotal	\$122,310.13
Sales Tax	\$0.00
Total	\$122,310.13

SCOPE OF WORK

Main Campus Location:

- (9) 360 Camera
- (14) Indoor/Outdoor 5MP camera
- (5) Axis 8 Port PoE+ Switches
- (1) Axis 4 Port Outdoor PoE Switch and Mount.
- (5) PTP Wireless Links.

Sparkill Location:

- (1) 8-port PoE switch
- (5) Indoor/Outdoor 5MP camera

Route 303 Location:

- (1) 8-port PoE switch
- (3) Indoor/Outdoor 5MP camera

Convent Road Location:

- (1) Axis 4 Port Outdoor PoE Switch and Mount.
- (1) 360 Camera

Nyack location:

- (1) 8-port PoE switch
- (4) Indoor/Outdoor 5MP camera

Hunt Road Location:

- (1) 8-port PoE switch
- (8) Indoor/Outdoor 5MP camera

ASSUMPTIONS

- Remote Access is required for A+ for duration of the project.
- Patching and painting by others.
- Client is to provide all Network Routing, Required Bandwidth at each location, IP Addresses, Battery Backup, 110V Electrical Outlets constant 110 outlet on any pole,, Rack Space and Wall Space.
- Unless listed in the Scope of Work, Onsite Construction Meetings are not included in this pricing.
- Use of Bucket Truck/Man Lift not included in price. Client must provide if required for installation.
- Electrical Outlets must be within 3 Ft of Equipment Location.
- Unless specifically mentioned in the Scope of Work, J-Hooks, Cable Tray, Wire Mold, Conduit and Conduit Sleeves are not included in this proposal. If requested by customer, Labor and Materials can be provided on a separate estimate.
- Training provided will be done remotely, if onsite training or additional remote training is requested, an additional estimate will be needed.
- Client must provide Windows PCs that meet the minimum manufacturer specifications in order to operate properly.
- A+ Suggests that all PCs used for Client Software be dedicated in order to ensure performance.
- Installation will occur during normal business hours Monday - Friday 8:00am - 5:00pm
- Client to provide Interior Floor Plans for all buildings associated with this project.
- Client to provide marked locations for all existing devices that A+ will be working on.
- Client responsible for any permits required.
- Core Drilling not included. Customer responsible for providing clear pathways in between floors for A+ wiring.
- Cable Certification is not included. If required, this can be provided at an additional cost.
- All work areas to be asbestos free.
- All devices to be install at a serviceable ladder height.
- Client responsible for any tree trimming needed for wireless and camera lines of sight.
- High Voltage Electrical Work Not Included.
- All IDF Locations to have available uplink ports for new equipment on this proposal.
- A+ will use existing cabling pathways, J-Hooks, and conduit sleeves.

Sign here to acknowledge that you have read and understand the Scope of Work, Assumptions & Notes/Customer's Expectations.

Signature

Print Name

TERMS & CONDITIONS

1. REMITTANCES: : All invoices shall be due and payable upon receipt in United States currency, free of exchange, or any other charges, or as otherwise agreed upon and set forth in writing by A+ Technology & Security Solutions, Inc. (hereinafter called "Seller"). The Customer, if so requested agrees to furnish Seller with all information including financial statements, necessary to make a proper credit appraisal. Refusal to supply information may cause this proposal to be withdrawn. Terms of payment originally granted are subject to the approval of continued credit status, Prices are subject to correction for error.

2. PROPOSALS: Proposals are based upon straight-time labor. Any request by the Customer for overtime work shall be considered an extra. This proposal expires 30 days after date received.

3. PROGRESS PAYMENTS: All equipment either delivered directly to the job site or received at seller's offices for configuration will be billed upon receipt. Seller reserves the right to invoice Customer as the work progresses. Invoices are due upon receipt (or based on approved terms) by Customer. If the Customer becomes overdue in any undisputed progress payment, Seller shall be entitled to suspend work & shall be entitled to interest at the annual rate of 18% or the maximum permitted by the State of NY and also to avail itself of any other legal remedies.

4. (RMA) RETURN MERCHANDISE AUTHORIZATION:

- Items returned for credit may be subject to a 25% restocking fee. In order to be considered for an eligible return, items must be returned to the Sellers office within 30 days of order. Credit return privileges may not apply to certain Third Party Distributed items. A 25% restocking fee applies to those Third Party items that are accepted for return.
- Items returned for credit must be in NEW, UNUSED, RESELLABLE condition and in their original packaging. Items showing any signs of use will not be accepted for return for credit.
- All items returned are subject to inspection and acceptance by A+ Technology & Security Solutions, Inc.
- In the event that a return is refused, the customer will be contacted to arrange for the product return and a \$125.00 test and inspection may be applied.
- Custom fabrication orders and special orders cannot be returned for credit as their purchase is considered final.

5. CANCELLATION AND SUSPENSION: Any contract resulting from this proposal is subject to cancellation or instructions to suspend work by the customer only upon agreement to pay Seller adjustment charge. Seller adjustment charge is equal to all invoices for work performed, all invoices for hardware delivered, plus 15%.

6. TAXES: The amount of any sales, use, occupancy, excise, or other tax, federal, state, or local which Seller hereafter shall be obligated to pay, either on its own behalf of the Customer or otherwise, with respect to the material and other service covered by this proposal, shall be added to such invoices and paid by the Customer.

7. LOSS, DAMAGE OR DELAY: Seller shall not be liable for any loss, damage, or delay occasioned by any causes beyond Seller's control, including, but not limited to, governmental actions or orders, embargoes, strikes, differences with workmen, fires, floods, accidents, or transportation delays. Client has full responsibility for disclosing to A+ any hazards including but not limited to asbestos locations prior to A+ beginning work. A+ is not responsible for damages caused by undisclosed hazards including but not limited to removal or remediation of any hazardous materials in relation to the work being performed. In no event shall seller be liable for any consequential or special damages.

8. WARRANTY: Seller warrants that the equipment installed and services furnished by it and covered by this proposal are free from defects under normal use and service and equipment found to be so defective in material or workmanship will be repaired or replaced, if written notice of failure is received by Seller within one (90) ninety days after date of installation, provided said equipment has been operated in accordance with Seller's instructions and provided such defects are not due to abuse, fire or decomposition by chemical or galvanic action. This express warranty is in lieu of and excludes all other warranties, guarantees, or representations, express or implied. There are no implied warranties of merchantability or of fitness for a particular purpose. Seller assumes no responsibility for repairs made on Seller's equipment unless done by Seller's authorized personnel, or by written authority from Seller. Seller makes no guarantee with respect to material not installed by it.

9. CUSTOMER'S REMEDIES: The Customer's remedies with respect to equipment found to be defective in material or workmanship shall be limited exclusively to the right of repair or replacement of such defective equipment. In no event shall seller be liable for claims (based upon breach of implied warranty) for any other damages, whether direct, immediate, foreseeable, consequential, or special or for any expenses incurred by reason of the use or misuse of equipment which or does not conform to the terms and conditions of any contract resulting from this proposal.

10. GOVERNING LAW: Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the laws of the State of NY

11. LICENSING/SOFTWARE AGREEMENTS/MANUFACTURER WARRANTIES: All licensing/Software Agreements and Manufacturer Warranties commence on the day the the Seller procures them from the manufacturer.

12. ACCEPTANCE OF TERMS: This proposal shall become a binding contract between the Customer and Seller when accepted in writing by signature of Authorized Representative of Customer and Seller receipt of 50% Deposit. Such acceptance shall be with mutual understanding that the terms and conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order. No waiver, alteration, or modification of the terms and conditions on this and the attached hereof shall be binding unless in writing and signed by an authorized representative of Seller.

13. PAYMENT TERMS: After initial 50% deposit is received; the customer will be invoiced for progress payments due upon receipt based on the percentage of job completion. For example, if job is 50% complete, customer will owe the original 50% deposit plus 50% of the remainder due.

Bill To:
Matt Lenihan
Town of Orangetown
26 Orangeburg Road
IT Department
Orangeburg NY 10962

Ship To:
Matt Lenihan
Town of Orangetown
26 Orangeburg Road
IT Department
Orangeburg NY 10962

Optional Leasing

Total Price: \$122,310.13
36 Month Lease: \$3,720.67
48 Month Lease: \$2,871.84
60 Month Lease: \$2,364.25

The Lease Payment price above is only intended to be used as a guideline and/is subject to credit approval. The actual payment is determined at the time of approval and may vary from the above. Please contact your sales associate for further details.

Remarks

Work will be scheduled upon the receipt of an authorized signature and purchase agreement. An invoice from A+ Technology & Security Solutions, Inc. will be submitted for 30% of the project upon award for mobilization and equipment purchase. A+ Technology & Security Solutions, Inc. will perform all walkthrough's during normal business hours (8am - 5pm) Monday-Friday. Work requested outside of these days and times will be charged at the then current rates for overtime, premium time and holiday time.

As a condition of performance, payments are to be made on a progress basis. Invoice payment must be made within thirty (30) days of receipt.
Any alteration of deviation from the proposal involving extra cost of material or labor will become an extra charge over the sum stated above.
The proposal will become a binding agreement only after the acceptance by Customer and approved by an authorized employee of A+ Technology & Security Solutions, Inc. as evidence by their signature below. This agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise, or condition on behalf of A+ Technology & Security Solutions, Inc. which is not expressed herein.

A+ Technology & Security Solutions, Inc. is authorized to proceed with the work as proposed.

Signature

Print Name

Date

TOWN OF ORANGETOWN
SPECIAL USE PERMIT FOR USE OF TOWN PROPERTY/ITEMS

PERMIT # 22-SP-024

RECEIVED
MAY 25 2022
Orangetown Police Department

EVENT NAME: FATHERS DAY ROAD RACE
APPLICANT NAME: PEARL RIVER ELKS 2041
ADDRESS: 2041 ELKS DRIVE, NAWNET, NY 10954
PHONE #: 845-623-2041 CELL # 845-521-0493 FAX # N/A

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

CHECK ONE: PARADE _____ RACE/RUN/WALK OTHER _____

The above event will be held on 6/19/22 from 8:30 A to 9:30 A RAIN DATE: N/A

Location of event: ROADS IN ORANGETOWN + CLARKSTOWN

Sponsored by: PEARL RIVER ELKS 2041 Telephone #: 845-623-2041

Address: 2041 ELKS DRIVE NAWNET, NY 10954

Estimated # of persons participating in event: 100 vehicles 0

Person (s) responsible for restoring property to its original condition: Name-Address-Phone #:
Kevin Connolly Lodge Secretary / Joe Smith Trustee

Signature of Applicant: [Signature] Date: 5/9/22

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Letter of Request to Town Board requesting aid for event - Received On: 5/10/22

Certificate of Insurance - Received On: 5/19/22

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit: use Y/N - Received On: 5/10/22

Rockland County Highway Dept. Permit: Y/N - Received On: 6/2/22

NYS DOT Permit: Y/N - Received On: X

Route/Map/Parking Plan: Y/N - Received On: 5/10/22

RFS #: X BARRICADES: Y/N 0 CONES: Y/N 0 TRASH BARRELS: Y/N 0 OTHER: _____

APPROVED: [Signature] DATE: 5.23.22
Superintendent of Highways

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

Show Mobile: Y/N 0 Application Required: _____ Fee Paid - Amount/Check # _____

Port-o-Sans: Y/N 0 Other: _____

APPROVED: [Signature] DATE: 5/25/22
Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

Police Detail: Y/N: Police/Auxiliary Items: _____

APPROVED: [Signature] DATE: 05/25/2022
Chief of Police

* Please return to the Highway Department to be placed on the Town Board Workshop *

Workshop Agenda Date: 6/14/22 Approved On: _____ TBR #: _____

RECEIVED

MAY 10 2022

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

MAY 31 2022

RECEIVED

JAMES J. DEAN
Superintendent of Highways
Roadmaster IV

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



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

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

RECEIVED

MAY 10 2022

Joe Smith - 845-494-3480
Kevin Connolly
845-521-0493

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

ROAD USE PERMIT APPLICATION
Section 139 Highway Law

NAME ELKS Fathers Day Road Race DATE 5/9/22
COMPANY Pearl River ELKS Lodge 2041
ADDRESS 2041 ELKS Drive, Nanuet, NY 10954
TELEPHONE 845-623-2041 / 845-521-0493 / 845-494-3480
(INCLUDE 24 HOUR EMERGENCY NUMBERS)

ABOVE MENTIONED PARTY REQUESTS PERMISSION TO USE:
VILLA RD, EHARDT RD, PIERCE PARKWAY, REILD DR, TownLine Rd, Highview Ave.

(Address number and name of road)
See Drawing + Letter attached

(Intersecting streets and/or description of exact location)

REASON FOR USE Fathers Day 4K RUN

DATE OF USE 6/16/22 RAIN DATE N/A
TIME ROAD WILL BE USED 8:30AM to 9:30AM
WILL ROAD BE OPEN TO LOCAL TRAFFIC? yes
WILL ROAD BE OPEN TO EMERGENCY VEHICLES? yes

PLEASE PROVIDE A DETAILED MAP AND DESCRIPTION OF DETOUR IF TRAVEL WILL BE RESTRICTED.

PRELIMINARY APPROVAL [Signature] DATE 5.23.22
JAMES J. DEAN
SUPERINTENDENT OF HIGHWAYS

This permit application will be forwarded to the Rockland County Superintendent of Highways, County of Rockland, 23 New Hempstead Road, New City, NY, 10956. You will receive written confirmation from that office.

8-13-02bjd

HAMLETS: PEARL RIVER · BLAUVELT · ORANGETOWN · TAPPAN · SPARKILL · PALISADES · UPPER GRANDVIEW



CLEAN STREETS = CLEAN STREAMS

A FRATERNAL ORGANIZATION



RECEIVED

MAY 10 2022

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

Pearl River Lodge No. 2041

BENEVOLENT AND PROTECTIVE ORDER OF ELKS

2041 Elks Drive
Nanuet, New York 10954

Members of the Town Board
Town of Orangetown

5-9-22

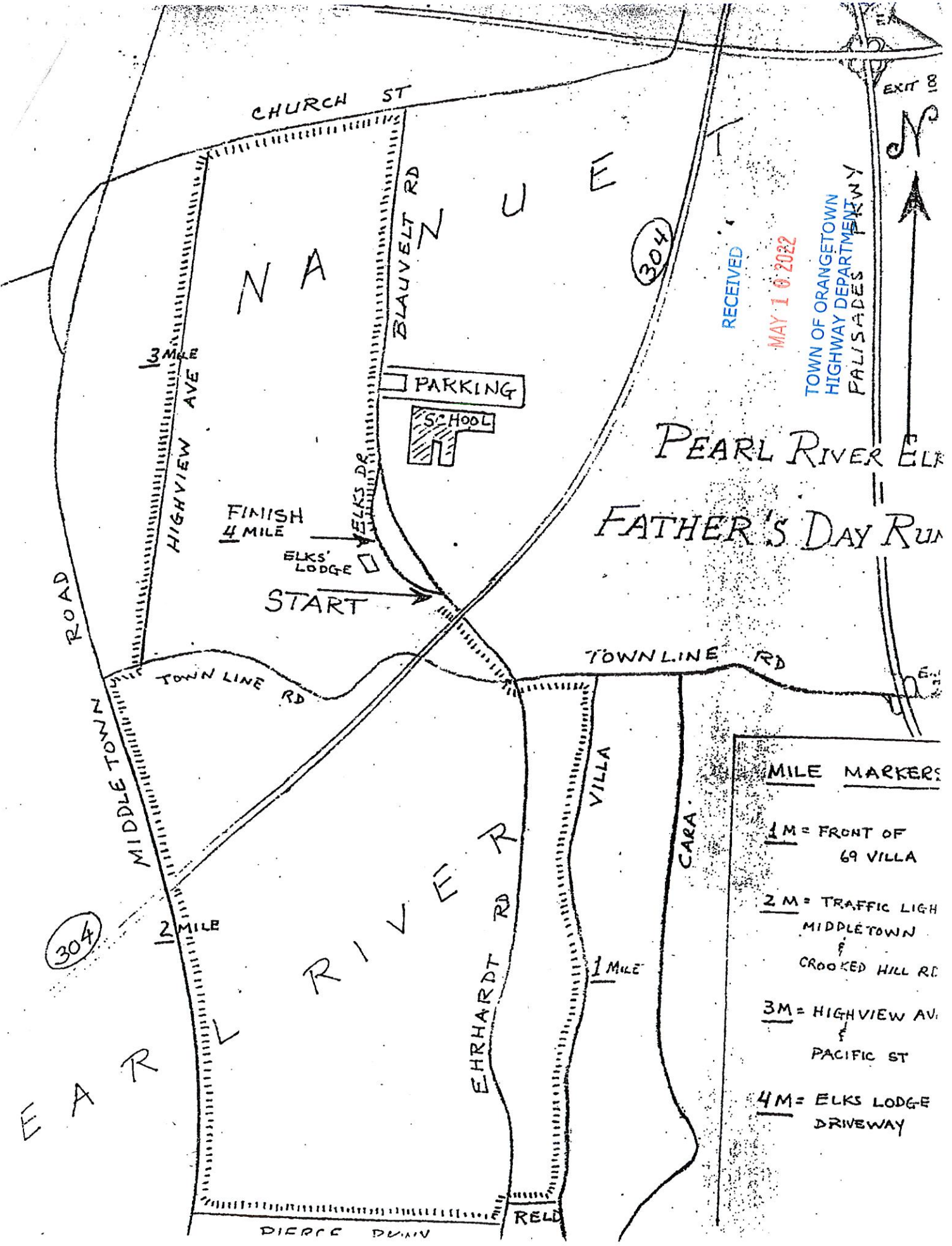
Members of the Orangetown Highway Department
RE: Fathers Day Road Race on 6-19-22 at 8:30am
Premises to use Roads Partial Road Closing

The Pearl River Elks located on Elks Drive Nanuet, request assistance to hold our annual fathers day road race on 6-19-22 at 8:30am No Highway Department assistance is needed . Only the PD and Aux. PD are requested to guide runners on Clarkstown Roads. Orangetown PD will provide assistance on roads that reside in Orangetown. The Race is currently in its 40th year which covers both towns and raises funds for our State Charity – Cerebral Palsy.

Sincerely

Kevin Connolly PDD
Lodge Secretary

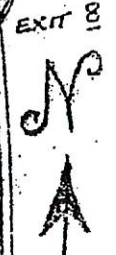
Joseph Smith
Lodge Trustee



RECEIVED

MAY 10 2022

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT
PALISADES PARKWAY



PEARL RIVER ELK FATHER'S DAY RUN

MILE MARKERS

- 1 M = FRONT OF 69 VILLA
- 2 M = TRAFFIC LIGHT MIDDLETOWN & CROOKED HILL RD
- 3 M = HIGHVIEW AVE & PACIFIC ST
- 4 M = ELKS LODGE DRIVEWAY

ROAD

CHURCH ST

HIGHVIEW AVE

BLAUVELT RD

PARKING

SCHOOL

FINISH 4 MILE

ELKS LODGE

START

TOWN LINE RD

TOWN LINE RD

MIDDLE TOWN

VILLA

CARA

1 MILE

EHRHARDT RD

DIERCE DUNN

RELD

304

PEARL RIVER

NA

U E

304

EXIT 18

PEARL RIVER ELKS 4 MILE RUN

START: On Blauvelt Rd. just N of Rt. 304 overpass. 9.5' N of driveway to house # 95 and 31.6' S of telephone utility box, which are on W side of road.

FINISH: On Elke Drive at Pearl River Elks Lodge. Even with flag pole near NE corner of building, which is on W side of road.

The following marks are given relative to running direction.

1 MILE: On Villa Rd. just before Pinto Rd. Even with front door to house # 72, which is on left.

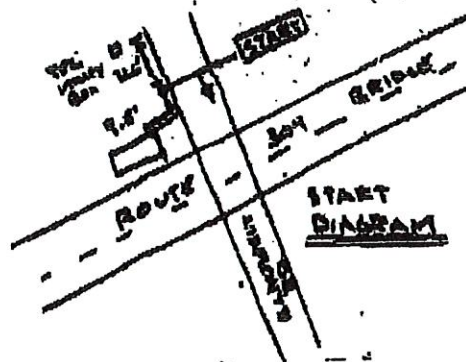
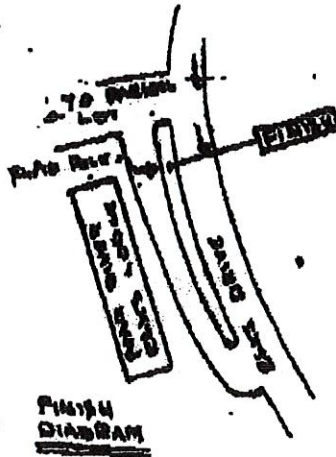
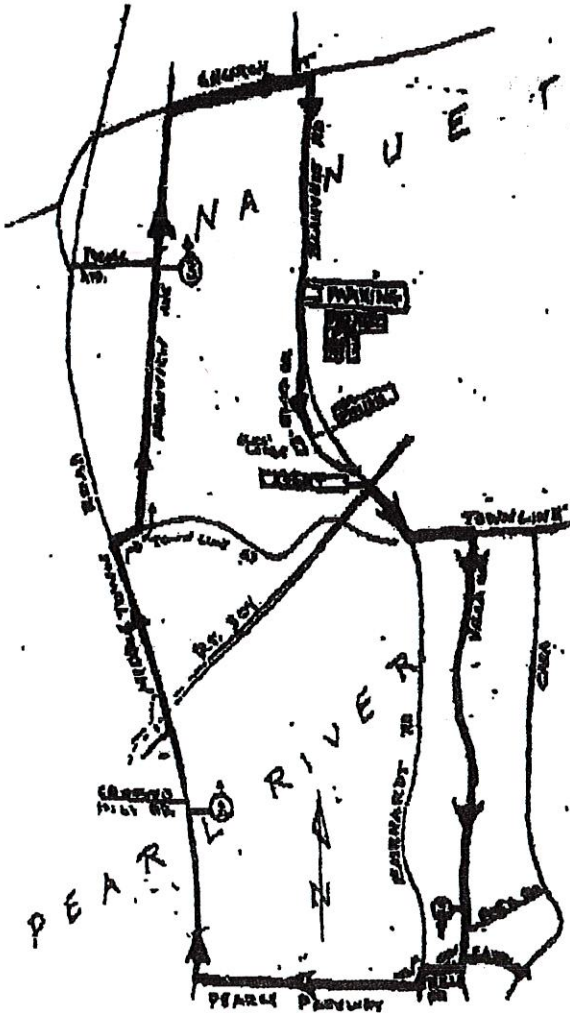
2 MILE: On Middletown Rd. just before Crooked Hill Rd.. 16' past utility pole 58628/39606, which is on right.

3 MILE: On Highview Ave. just before Pacific Ave.. 2' past utility pole O.&R.U. INC 178, which is on left.

RECEIVED

MAY 10 2022

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/18/2022

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 K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	CONTACT NAME: Mass Merchandising Underwriting	
	PHONE (A/C, No, Ext): 800-426-2889	FAX (A/C, No): 260-459-5105
INSURED Elks Father's Day Road Race 2041 Elks Drive Nanuet, NY 10954 A Member of the Sports, Leisure & Entertainment RPG	E-MAIL ADDRESS: info@sportsinsurance-kk.com	
	PRODUCER CUSTOMER ID:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Nationwide Mutual Insurance Company		23787
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

RECEIVED
MAY 19 2022

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

COVERAGES

CERTIFICATE NUMBER: W02199299

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		6BRPG0000007787200	06/19/2022 12:01 AM EDT	06/20/2022 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 PROFESSIONAL LIABILITY LEGAL LIAB TO PARTICIPANTS \$1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NOT PROVIDED WHILE IN HAWAII <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE AGGREGATE
	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	N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	MEDICAL PAYMENTS FOR PARTICIPANTS			6BRPG0000007787200	06/19/2022 12:01 AM EDT	06/20/2022 12:01 AM	PRIMARY MEDICAL EXCESS MEDICAL \$25,000

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

Legal Liability to Participants (LLP) limit is a per occurrence limit.

Event Name: Elks Father's Day Road Race Type of Event: Walk and Run Distance:5K

Event Date (including ancillary events and set-up/tear-down): 6/19/2022 to 6/19/2022 Number of Participants: 150 Event Location: Pearl River Elks Lodge , 2041 Elks Drive, Nanuet

The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

CERTIFICATE HOLDER

Town of Orangetown
 26 Orangeburg Rd
 Orangeburg, NY 10962
 (Owner/Lessor of Premises)

CANCELLATION

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

Scott Michael

Coverage is only extended to U.S. events and activities.

** NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s)</p> <p>Town of Orangetown 26 Orangeburg Rd Orangeburg, NY 10962</p> <p>Named Insured: Elks Father's Day Road Race</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

A FRATERNAL ORGANIZATION



RECEIVED

JUN 02 2022

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

Pearl River Lodge No. 2041

BENEVOLENT AND PROTECTIVE ORDER OF ELKS

2041 Elks Drive
Nanuet, New York 10954

6-1-22

County of Rockland Highway Dept
23 New Hempstead Rd, New City, NY 10956

Premises to use Roads Partial Road Closing inquiry:

The Pearl River Elks located on Elks Drive Nanuet, request assistance to hold our annual fathers day road race on 6-19-22 at 8:30am No Highway Department assistance is needed . Only the PD and Aux. PD are requested to guide runners on Clarkstown Roads. Orangetown PD will provide assistance on roads that reside in Orangetown. The Race is currently in its 40th year which covers both towns and raises funds for our State Charity – Cerebral Palsy.

Our Annual Road Race utilizes South Middletown Road from Pierce Parkway in Orangetown to South Middletown road to Townline road to Highview Avenue for less than a half hour. And Blauvelt Road in Clarkstown to Townline Road to Villa Road in Orangetown for no more than 15 minutes on the day of the Event. Please see provided maps. County roads 33 and 42 respectively.

The town of Orangetown is requesting a permit for use of these 2 County Roads. In 2016 the county stated we did not need a permit for this event since the road will not be closed – technically with the co operation of both Clarkstown and Orangetown.

Sincerely

Kevin Connolly PDD
Lodge Secretary

Joseph Smith
Lodge Trustee

RECEIVED

JUN 02 2022

ROCKLAND COUNTY HIGHWAY DEPARTMENT

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

APPLICATION FOR PERMIT TO USE/CLOSE A COUNTY ROAD
UNDER SECTION 104 OF THE HIGHWAY LAW

THIS IS A REQUEST FOR USE / CLOSE A COUNTY ROAD (check that apply)

Name of Event: Pearl River 50th Fifties Day Road Race

Date (s): 6/19/2022 Time (s): 8:30am / 9:30am No. of Participants: 100

Type of Event (check all that apply):

Filming Road Race Parade or Procession Assemblage Festival Other _____

<u>Location</u> (Specify Highways by Street Name and/or Route Number)	<u>Municipality</u> (Towns, Villages)
<u># 44 Townline Rd.</u>	
<u># 33 Middletown Rd.</u>	

Applicant Information:

Pearl River Falls
Applicant (individual, organization, group)

2041 ELLIS DR
Mailing Address

Wauvet NY 10954
City, State, Zip Code

Kevin Connolly at optadline.net
Email Address

X J. Smith
Cemery
Smith

Kevin Connolly Sec. Joe Smith Trustee
Authorized Representative (if different from Applicant)

845-494-3480
Telephone Number (including area code)

845
Cell Phone Number (including area code)

Joe Smith NFD @ AOL.COM
Email Address (if different from Applicant)

ROCKLAND COUNTY HIGHWAY DEPARTMENT

**APPLICATION FOR PERMIT TO USE/CLOSE A COUNTY ROAD
UNDER SECTION 104 OF THE HIGHWAY LAW**

The following supporting information shall be submitted at the time of application:

1. **Event Map, Event Brochure, or/and Event Application Form** (Whichever available/applicable)
2. **Operation and Safety Plan** (the applicant assumes all responsibility for the set-up, conduct and break-down of the event)
 - Required Traffic Control Devices (e.g. temporary signs, cones, barricades, pavement markings, etc.) and Event Personnel (e.g. police officers, volunteers) for Event

None

- Detours (provide map of detour, show detour sign/police locations, etc.)

See map / NO Detours

- Pre-Event Public Notification (describe type of notification (e.g. mailings, brochure, press release) being provided to the public)

See Attached

- Coordination (describe coordination with local police/municipalities/emergency services/other entities)

Clarkstown Pd.
Cranford Pd.

- Emergency Services (describe how emergency services will be provided during the event for event participants and spectators)

None, Ambulance

- Spectator Control (indicate any special measures are being taken to control spectators)

Members AT Key Intersections

- Event Support Vehicles (describe any vehicles used in the event)

None

ROCKLAND COUNTY HIGHWAY DEPARTMENT

**APPLICATION FOR PERMIT TO USE/CLOSE A COUNTY ROAD
UNDER SECTION 104 OF THE HIGHWAY LAW**

3. Insurance Certificates (must be in Applicant's name)

4. Application Fee (Please make check payable to Rockland County Commissioner of Finance)

- Full Day - \$500.00
- Half Day - \$250.00

No. of Days _____

Total Amount \$ 0

The following information shall be submitted prior to the event date (except filming permit application):

- 1. Municipal Approvals** (The applicant shall provide proof of approval from each municipality – Town, Village – through which the event passes indicating that the Municipality has no objection to the event taking place. This proof of approvals may be in the form of a letter, permit, resolution, email, or other.)

Acknowledgement: On behalf of the Applicant, I hereby request a road use/close permit, and do acknowledge and agree to the responsibilities of applicant and obligations set forth in this permit and warrant compliance therewith. The attached documents are also made a part hereof and attached hereto.

Kevin Corneki
Applicant's Representative's Signature

06/01/22
Date

Application Received By:

Matthew Cervelli
RCHD Representative's Signature

06/01/2022
Date

Application Approved By:

[Signature]
RCHD Superintendent of Highways

6/2/22
Date

The Rockland County Highway Department reserves the right to have the applicant immediately removed from the roadway and traffic restored at any time deemed necessary by the Rockland County Highway Department and/or the local law enforcement agency at such time the said permit will become null and void. Failure to abide may result in trespassing and civil penalties.

RECEIVED

JUN 02 2022

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

Pearl River Elks

Father's Day Road Race

Sunday June 19th 2022

Open to All Ages - Bring the Whole Family

4-mile fun run to benefit Elks Charities

2041 Elks Drive Nanuet

Check in 7:30AM

Run starts 8:30AM

Hot Dogs and Refreshments

T-shirts and awards

\$25 entry fee

Name _____

Address _____

Phone _____

Email _____

Gender: M F

Age _____

Please choose one: RUNNER WALKER

T-Shirt Size: MED LARGE X-LARGE

Waiver: Please read the following and sign. In consideration of your accepting this entry, I, the undersigned intending to be legally bound, hereby, for myself, my heirs, executors and administrators waive and release any claims which I may have against the County of Rockland, Town of Orangetown, Town of Clarkstown, The Pearl River Elks, The B.P.O.E, the Race Committee or their representatives, successors, or their assignees and or sponsors of their representatives for any and all injuries that may be suffered by me in this event, any and all claims for damages I may acquire as a result of my participation in this event. I attest and verify that I am in proper physical condition for this event and have sufficiently trained for the completion of this event and my physical condition has been verified by a licensed medical doctor.

Signature _____

Date ____/____/____

Parent/Guardian if under 18 years of age _____

ACCOUNT NO	ACCOUNT DESCRIPTION	2021 ORIGINAL BUDGET	2021 Budget adjustment	2021 ADJUSTED BUDGET
GENERAL FUND				
A.1310.011	FINANCE.PERMANENT STAFF	339,077.00	23,745.29	362,822.29
A.1310.012	FINANCE.TIME & ONE HALF	10,000.00	(10,000.00)	-
A.1310.013	FINANCE.SEASONAL & PART TIME	-	1,924.57	1,924.57
A.1310.015	FINANCE.APPOINTED OFFICIALS	134,817.00	0.80	134,817.80
A.1310.441	FINANCE.SCHOOLS & CONFERENCES	3,250.00	(1,555.00)	1,695.00
A.1310.442	FINANCE.POSTAGE	500.00	(316.37)	183.63
A.1310.443	FINANCE.MAINTENANCE AGREEMENTS	33,924.00	(1,536.24)	32,387.76
A.1310.457.01	FINANCE.CONTRACTS W/OUTSIDE VENDORS.CONT	1,000.00	(291.81)	708.19
A.1310.480	FINANCE.TRAVEL EXPENSES	3,000.00	(3,000.00)	-
A.1355.011	ASSESSOR.PERMANENT STAFF	330,993.00	11,567.88	342,560.88
A.1355.012	ASSESSOR.TIME & ONE HALF	9,000.00	(7,720.89)	1,279.11
A.1355.015	ASSESSOR.APPOINTED OFFICIALS	142,129.00	0.26	142,129.26
A.1355.200	ASSESSOR.CAPITAL OUTLAY	-	29,167.85	29,167.85
A.1355.407	ASSESSOR.ADVERTISING	100.00	(100.00)	-
A.1355.441	ASSESSOR.SCHOOLS & CONFERENCES	-	920.96	920.96
A.1355.442	ASSESSOR.POSTAGE	1,500.00	(990.06)	509.94
A.1355.443	ASSESSOR.MAINTENANCE AGREEMENTS	400.00	773.24	1,173.24
A.1355.444	ASSESSOR.RENTAL OF EQUIPMENT	2,000.00	(739.88)	1,260.12
A.1355.445	ASSESSOR.BOOKS AND PUBLICATIONS	3,500.00	(2,851.00)	649.00
A.1355.447	ASSESSOR.VEHICLE OPERATION AND REPAIR	600.00	1,208.38	1,808.38
A.1355.457	ASSESSOR.CONTRACTS W/OUTSIDE VENDORS	20,200.00	(7,839.44)	12,360.56
A.1355.471	ASSESSOR.TELEPHONE	-	480.12	480.12
A.1355.485	ASSESSOR.CERTIORARI EXPENSE	15,000.00	10,030.00	25,030.00
A.1356.457	BD OF ASSESSMENT REVIEW.CONTRACTS W/OUTSI	10,000.00	4,900.00	14,900.00
A.1622.011	SHARED SERVICES.PERMANENT STAFF	152,581.00	(24,007.80)	128,573.20
A.1622.013	SHARED SERVICES.SEASONAL & PART TIME	10,000.00	(178.50)	9,821.50
A.1622.200	SHARED SERVICES.CAPITAL OUTLAY	-	2,431.13	2,431.13
A.1622.440.01	SHARED SERVICES.OFFICE SUPPLIES & PRINT.01	-	222.77	222.77
A.1622.440.13	SHARED SERVICES.OFFICE SUPPLIES & PRINT.COMP	-	404.86	404.86
A.1622.441	SHARED SERVICES.SCHOOLS & CONFERENCES	-	2,960.00	2,960.00
A.1622.442	SHARED SERVICES.POSTAGE	6,500.00	1,072.36	7,572.36
A.1622.443	SHARED SERVICES.MAINTENANCE AGREEMENTS	3,800.00	498.59	4,298.59
A.1622.444	SHARED SERVICES.RENTAL OF EQUIPMENT	4,215.00	(459.00)	3,756.00
A.1622.447	SHARED SERVICES.VEHICLE OPERATION AND REPAI	400.00	(400.00)	-
A.1622.455	SHARED SERVICES.UTILITIES	40,000.00	3,635.09	43,635.09
A.1622.457	SHARED SERVICES.CONTRACTS W/OUTSIDE VENDC	115,000.00	323,958.93	438,958.93
A.1622.471	SHARED SERVICES.TELEPHONE	13,000.00	4,973.45	17,973.45
A.1622.473	SHARED SERVICES.WATER	2,000.00	3,131.71	5,131.71
A.1682.011	CENTRAL DATA.PERMANENT STAFF	230,601.00	5,022.16	235,623.16
A.1682.012	CENTRAL DATA.TIME & ONE HALF	9,500.00	(2,558.00)	6,942.00
A.1682.013	CENTRAL DATA.SEASONAL & PART TIME	22,000.00	(2,025.75)	19,974.25
A.1682.200	CENTRAL DATA.CAPITAL OUTLAY	-	46,850.16	46,850.16
A.1682.440.01	CENTRAL DATA.OFFICE SUPPLIES & PRINT	-	1,656.79	1,656.79
A.1682.440.13	CENTRAL DATA.OFFICE SUPPLIES & PRINT.COMPUT	19,400.00	6,989.35	26,389.35
A.1682.457	CENTRAL DATA.CONTRACTS W/OUTSIDE VENDORS	244,650.00	(42,153.84)	249,013.49
A.1930.487	JUDGMENTS & CLAIMS.REFUNDS OF REAL PROPER	65,937.00	112,680.69	178,617.69

ACCOUNT NO	ACCOUNT DESCRIPTION	2021 ORIGINAL BUDGET	2021 Budget adjustment	2021 ADJUSTED BUDGET
A.2490.457	COMMUNITY COLLEGE CHARGEBACKS.CONTRACTS	514,000.00	(72,921.06)	441,078.94
A.3510.457	CONTROL OF ANIMALS.CONTRACTS W/OUTSIDE VE	49,950.00	(40,032.50)	9,917.50
A.4211.457	SUBSTANCE ABUSE COUNCIL.CONTRACTS W/OUTS	-	40,032.50	40,032.50
A.5010.011	SUPT. OF HIGHWAYS.PERMANENT STAFF	276,647.00	4,737.88	281,384.88
A.5010.012	SUPT. OF HIGHWAYS.TIME & ONE HALF	-	575.68	575.68
A.5010.013	SUPT. OF HIGHWAYS.SEASONAL & PART TIME	-	1,379.56	1,379.56
A.5010.015	SUPT. OF HIGHWAYS.APPOINTED OFFICIALS	4,117.00	0.10	4,117.10
A.5010.440.01	SUPT. OF HIGHWAYS.OFFICE SUPPLIES & PRINT	2,000.00	(76.45)	1,923.55
A.5010.440.13	SUPT. OF HIGHWAYS.OFFICE SUPPLIES & PRINT.CO	-	191.84	191.84
A.5010.442	SUPT. OF HIGHWAYS.POSTAGE	1,000.00	203.80	1,203.80
A.5010.443	SUPT. OF HIGHWAYS.MAINTENANCE AGREEMENTS	600.00	194.88	794.88
A.5010.444	SUPT. OF HIGHWAYS.RENTAL OF EQUIPMENT	2,400.00	(238.80)	2,161.20
A.5010.457	SUPT. OF HIGHWAYS.CONTRACTS W/OUTSIDE VEN	20,000.00	(1,482.48)	18,517.52
A.5010.471	SUPT. OF HIGHWAYS.TELEPHONE	2,700.00	181.69	2,881.69
A.5010.480	SUPT. OF HIGHWAYS.TRAVEL EXPENSES	-	511.57	511.57
A.5132.440	GARAGE.OFFICE SUPPLIES & PRINT	600.00	(185.00)	415.00
A.5132.443	GARAGE.MAINTENANCE AGREEMENTS	1,200.00	1,476.00	2,676.00
A.5132.453	GARAGE.PAINTING AND BUILDING REPAIRS	10,000.00	(4,596.98)	5,403.02
A.5132.455	GARAGE.UTILITIES	48,000.00	(1,952.01)	46,047.99
A.5132.457	GARAGE.CONTRACTS W/OUTSIDE VENDORS	19,000.00	3,397.94	22,397.94
A.5132.471	GARAGE.TELEPHONE	2,700.00	(308.46)	2,391.54
A.5132.473	GARAGE.WATER	10,000.00	5,409.85	15,409.85
A.5410.457	SIDEWALKS.CONTRACTS W/OUTSIDE VENDORS	30,000.00	6,000.00	76,760.00
A.7110.200	PARKS.CAPITAL OUTLAY	-	500,000.00	500,000.00
A.7180.443	SPECIAL RECREATIONAL FACILITIES.MAINTENANCE	5,000.00	(5,000.00)	-
A.7180.455	SPECIAL RECREATIONAL FACILITIES.UTILITIES	65,000.00	22,514.37	87,514.37
A.7180.457	SPECIAL RECREATIONAL FACILITIES.CONTRACTS W/	5,000.00	292.57	5,292.57
A.7180.471	SPECIAL RECREATIONAL FACILITIES.TELEPHONE	-	1,090.20	1,090.20
A.7180.473	SPECIAL RECREATIONAL FACILITIES.WATER	18,000.00	1,900.43	19,900.43
A.7510.457	TOWN HISTORIAN.CONTRACTS W/OUTSIDE VENDC	-	10.10	10.10
A.7520.457	TOWN MUSEUM.CONTRACTS W/OUTSIDE VENDOF	15,000.00	(10.10)	36,971.83
A.8989.457.63	OTHER.CONTRACTS W/OUTSIDE VENDORS.ORANG	80,000.00	19,716.00	99,716.00
A.9010.800	RETIREMENT.FRINGE BENEFITS	872,689.00	15,233.00	887,922.00
A.9030.800	SS / MEDICARE.FRINGE BENEFITS	419,448.00	35,700.48	455,148.48
A.9060.800	HOSPITALIZATION.FRINGE BENEFITS	1,915,816.00	(50,933.48)	1,864,882.52
A.9950.900	INTERFUND TRANSFERS.TRANSFERS	-	808,443.79	808,443.79
A.3005	MORTGAGE TAX	1,800,000.00	1,397,886.72	3,197,886.72
A.4089	FEDERAL AID - ARPA	-	386,054.00	386,054.00
TOV				
B.3120.012.16	POLICE.TIME & ONE HALF.POLICE	1,650,000.00	199,918.00	1,849,918.00
B.9045.800.16	POLICE LIFE INSURANCE.FRINGE BENEFITS.POLICE	75,246.00	(707.23)	74,538.77
B.9050.800.16	UNEMPLOYMENT INSURANCE.FRINGE BENEFITS.PC	10,000.00	(10,000.00)	-
B.9060.800.16	HOSPITALIZATION.FRINGE BENEFITS.POLICE	4,227,365.00	106,861.55	4,334,226.55
B.9061.800.16	DENTAL INSURANCE.FRINGE BENEFITS.POLICE	262,915.00	(96,154.32)	166,760.68

ACCOUNT NO	ACCOUNT DESCRIPTION	2021 ORIGINAL BUDGET	2021 Budget adjustment	2021 ADJUSTED BUDGET
B.4089.000.16	FEDERAL AID - ARPA	-	199,918.00	199,918.00
B.1980.457.17	MCT MOBILITY TAX.CONTRACTS W/OUTSIDE VEND	5,400.00	152.89	5,552.89
B.3620.457.17	SAFETY INSPECTION SERVICE.CONTRACTS W/OUTS	94,875.00	48,369.11	143,244.11
B.8010.011.17	ZONING BOARD OF APPEALS.PERMANENT STAFF.O	109,238.00	(14,210.68)	95,027.32
B.8020.011.17	PLANNING BOARD.PERMANENT STAFF.OTHER THA	136,942.00	(3,176.63)	133,765.37
B.9030.800.17	SS / MEDICARE.FRINGE BENEFITS.OTHER THAN POI	107,553.00	17,387.31	124,940.31
B.4089.000.17	FEDERAL AID - ARPA	-	48,522.00	48,522.00
HIGHWAY				
D.1980.457.04	MCT MOBILITY TAX.CONTRACTS W/OUTSIDE VEND	8,858.00	940.43	9,798.43
D.1989.478.04	UNCLASSIFIED.INTERFUND CHARGES FOR SERVICES	699,407.00	0.45	699,407.45
D.5110.011.04	HIGHWAY REPAIR & IMPROVE.PERMANENT STAFF.	2,498,278.00	296,732.91	2,795,010.91
D.5110.012.04	HIGHWAY REPAIR & IMPROVE.TIME & ONE HALF.P	46,920.00	13,111.10	60,031.10
D.5110.013.04	HIGHWAY REPAIR & IMPROVE.SEASONAL & PART T	50,000.00	(868.14)	49,131.86
D.5110.020.04	HIGHWAY REPAIR & IMPROVE.DOUBLE TIME.PART	10,200.00	7,463.66	17,663.66
D.5110.200.04	HIGHWAY REPAIR & IMPROVE.CAPITAL OUTLAY.PA	-	77,733.54	77,733.54
D.5110.444.04	HIGHWAY REPAIR & IMPROVE.RENTAL OF EQUIPM	10,000.00	2,150.00	12,150.00
D.5110.451.04	HIGHWAY REPAIR & IMPROVE.HWY DRAINAGE SUF	30,000.00	19,196.52	49,196.52
D.5110.457.04	HIGHWAY REPAIR & IMPROVE.CONTRACTS W/OUT	220,000.00	(52,335.79)	169,501.65
D.5110.460.04	HIGHWAY REPAIR & IMPROVE.LANDSCAPING.PART	3,000.00	(459.66)	2,540.34
D.5110.462.04	HIGHWAY REPAIR & IMPROVE.GASOLINE AND DIES	180,000.00	42,813.13	222,813.13
D.5112.200.04	PERMANENT IMPROV (CHIPS).CAPITAL OUTLAY.PA	-	17,500.00	17,500.00
D.5112.457.04	PERMANENT IMPROV (CHIPS).CONTRACTS W/OUT	220,000.00	(161,218.16)	106,456.84
D.9010.800.04	RETIREMENT.FRINGE BENEFITS.PART TOWN	421,773.00	(4,674.00)	417,099.00
D.9030.800.04	SS / MEDICARE.FRINGE BENEFITS.PART TOWN	161,535.00	53,028.72	214,563.72
D.9040.800.04	WORKERS COMPENSATION.FRINGE BENEFITS.PART	179,273.00	-	179,273.00
D.9060.800.04	HOSPITALIZATION.FRINGE BENEFITS.PART TOWN	672,804.00	53,864.19	726,668.19
D.9061.800.04	DENTAL INSURANCE.FRINGE BENEFITS.PART TOWN	41,522.00	3,724.12	45,246.12
D.4089.000.04	FEDERAL AID - ARPA/OTHER	-	201,037.25	201,037.25
D.3599.000.04	APPROPRIATED FUND BALANCE.PART TOWN	-	167,665.77	167,665.77
D.5110.457.05	HIGHWAY REPAIR & IMPROVE.CONTRACTS W/OUT	-	15,631.08	15,631.08
D.5140.011.05	MISC. BRUSH & WEEDS.PERMANENT STAFF.TOWN	1,249,139.00	(119,166.11)	1,129,972.89
D.5140.013.05	MISC. BRUSH & WEEDS.SEASONAL & PART TIME.TC	125,000.00	(15,631.08)	109,368.92
D.5142.011.05	SNOW REMOVAL.PERMANENT STAFF.TOWNWIDE	416,379.00	41,319.07	457,698.07
D.5142.012.05	SNOW REMOVAL.TIME & ONE HALF.TOWNWIDE	102,000.00	(17,713.68)	84,286.32
D.5142.013.05	SNOW REMOVAL.SEASONAL & PART TIME.TOWNM	-	5,704.21	5,704.21
D.5142.020.05	SNOW REMOVAL.DOUBLE TIME.TOWNWIDE	193,800.00	37,683.05	231,483.05
D.5142.449.05	SNOW REMOVAL.CHEMICALS.TOWNWIDE	281,484.00	53,748.83	336,621.41
D.5142.457.05	SNOW REMOVAL.CONTRACTS W/OUTSIDE VENDO	2,000.00	(532.21)	1,467.79
D.5142.458.05	SNOW REMOVAL.MEALS.TOWNWIDE	8,000.00	(1,043.16)	6,956.84
D.9010.800.05	RETIREMENT.FRINGE BENEFITS.TOWNWIDE	407,551.00	(2,874.26)	404,676.74
D.9030.800.05	SS / MEDICARE.FRINGE BENEFITS.TOWNWIDE	143,488.00	9,808.47	153,296.47

ACCOUNT NO	ACCOUNT DESCRIPTION	2021 ORIGINAL BUDGET	2021 Budget adjustment	2021 ADJUSTED BUDGET
D.9060.800.05	HOSPITALIZATION.FRINGE BENEFITS.TOWNWIDE	827,965.00	14,123.04	842,088.04
D.9061.800.05	DENTAL INSURANCE.FRINGE BENEFITS.TOWNWIDE	33,958.00	21,347.75	55,305.75
D.4089.000.05	FEDERAL AID - ARPA	-	42,405.00	42,405.00
DEME				
G.8120.455	SEWER COLLECTION SYSTEM.UTILITIES	408,000.00	23,579.43	431,579.43
G.9030.800	SS / MEDICARE.FRINGE BENEFITS	237,370.00	31,659.57	269,029.57
G.4089	FEDERAL AID - ARPA	-	55,239.00	55,239.00
DEBT				
V.1380.457	FISCAL AGENT FEES.CONTRACTS W/OUTSIDE VEND	-	5,000.00	5,000.00
V.1380.457.49	FISCAL AGENT FEES.CONTRACTS W/OUTSIDE VEND	84,732.00	10.00	84,742.00
V.9710.700.06	SERIAL BOND DEBT SERVICE.BOND INTEREST.2018	214,122.00	(0.50)	214,121.50
V.9710.700.20	SERIAL BOND DEBT SERVICE.BOND INTEREST.2020	489,167.00	0.19	489,167.19
V.9710.700.48	SERIAL BOND DEBT SERVICE.BOND INTEREST.2014	40,108.00	(0.50)	40,107.50
V.9789.600.18	ENERGY PERFORMANCE.BOND PRINCIPAL.LED CON	211,525.00	2,547.88	214,072.88
V.9789.600.42	ENERGY PERFORMANCE.BOND PRINCIPAL.FACILITY	185,258.00	(0.30)	185,257.70
V.9789.700.18	ENERGY PERFORMANCE.BOND INTEREST.LED CON	53,126.00	(5,183.74)	47,942.26
V.9789.700.42	ENERGY PERFORMANCE.BOND INTEREST.FACILITY	30,056.00	(0.58)	30,055.42
V.9790.600	STATE LOANS.BOND PRINCIPAL	1,613,470.00	10,000.00	1,623,470.00
V.9790.700	STATE LOANS.BOND INTEREST	716,078.00	1,434.28	717,512.28
V.9790.700.69	STATE LOANS.BOND INTEREST.SRF	15,986.00	(1,170.25)	14,815.75
V.9790.700.96	STATE LOANS.BOND INTEREST.2001 EFC	2,457.00	(1,131.75)	1,325.25
V.4089	FEDERAL AID - ARPA	-	5,000.00	5,000.00
V.3599	APPROPRIATED FUND BALANCE	700,000.00	6,504.73	706,504.73



Customer Initials: AB Single Retailer Billed Single Utility Billed Dual Billed REF ID:
 Appointment Door to Door (TPV Required) Phone Contact (TPV Required)

NON-MASS MARKET ELECTRICITY AND/OR NATURAL GAS SALES AGREEMENT – NEW YORK

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>		CUSTOMER INFORMATION				Custom Price <input checked="" type="checkbox"/> Matrix Price <input type="checkbox"/>	
Customer Name: Town of Orangetown							
Tax Exempt: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Tax Exempt #: _____				<input type="checkbox"/> US Mail bills (dual bill only). Unless this box is checked, all bills will be sent via email.			
Natural Gas Rate	Term Months: 36	Start Date: 7/2022	Gas Product: Fixed	Gas Price: .7889	Gas UOM: therm		
Electric Rate	Term Months:	Start Date:	Electric Product: Choose One	Electric Price:	Electric UOM: kWh	Electric Green: .0 %	

CUSTOMER DISCLOSURE STATEMENT


Price	Fixed, NYMEX+, Electric Index + or Variable
How Price is Determined	<p>Electric: Fixed, Electric Index + or Variable Price per the UOM as indicated above <input type="checkbox"/> (Does not include Gross Receipts Tax if box is checked)</p> <p>Gas: Fixed, NYMEX+ or Variable Price per the UOM as indicated above <input type="checkbox"/> (Does not include Line Losses if box is checked)</p> <p>Gas Variable Price shall reflect each month the cost to Marathon to obtain natural gas on your behalf, including, but not limited to, commodity, fuel losses, term capacity, storage, balancing, and transportation to the Delivery Point, plus all fees, applicable taxes, charges, or other assessments, and Marathon's costs, expenses, and profit margins. Weather patterns may cause increases in the variable rate.</p> <p>Electric Variable Price shall reflect each month the cost to Marathon to obtain electricity on your behalf, including, but not limited to, energy, UFE losses, capacity, balancing, settlement, ancillaries, and related transmission and distribution charges, and other market-related factors, plus all fees, applicable taxes, charges, or other assessments, and Marathon's costs, expenses, and margins.</p> <p>NYMEX+ Pricing: shall reflect each month a floating price that may vary based on the monthly NYMEX Henry Hub Natural Gas settlement price on the last day of trading per Dth (adjusted for line losses, converted to the UOM as indicated above, adjusted for POR, each where applicable), prorated by the number of days applicable to each month for the billing cycle, plus the Fixed adder per the UOM as indicated above.</p> <p>Electric Index Price shall reflect each month a floating price that may vary based on the weighted average Day Ahead Locational Based Marginal Pricing (LBMP) price per the UOM as indicated above of the ISO Zone for Customer's service location weighted by Customer's load profile as determined by Customer's LDC, plus losses, adjusted for POR where applicable, plus the fixed adder per the UOM as indicated above. Customer has been advised of all risks associated by signing this contract. Once account has been enrolled, and the LDC has identified a different service class, Marathon reserves the right to adjust the account according to LDC rate classification at current corresponding price plan.</p> <p>In the event of any changes in capacity, transmission related charges, changes to environmental attributes (including zero-emission credits or ZECs) and/or regulatory or other changes, Marathon reserves the right to increase or decrease pricing and/or terminate this Agreement. See sections 4 – Pricing and 17 – Applicable Laws</p>
Length of the agreement and end date ("Term")	For Variable Price Service, the Term continues until either party terminates this Agreement. For Non-Variable Price Service, the Term is for 12 months, unless otherwise specified above (the "Initial Term"). See section 5 – Term.
Process customer may use to rescind the agreement	Door-to-door Customers may rescind by calling the toll-free number at 888-378-9898 within three (3) business days of receipt of the sales agreement.
Early Termination Fees ("ETF") and method of calculation	No ETF for Variable Price service. If Non-Variable Price service, the projected amount of natural gas and/or electricity to be consumed by customer for the remainder of the current Term (see section 5 – Term) multiplied by the difference between the Non-Variable price in effect for the remainder of the current Term and the price at which Marathon can sell such gas and/or electricity following the termination; however, for all customers solicited through door-to-door marketing, the ETF will be no greater than \$100.00 if the remaining term is less than 12 months and \$200.00 if the remaining term is 12 months or more. See Section 6 – Termination of Non-Variable Agreements. Agreement is based on the energy consumption used in the prior year. A deviation of 100 % or more may result in additional fees for all commercial customers. See section 4 – Pricing.
Amount of Late Payment Fee and method of calculation	1.5% per month on overdue balances.
Provisions for renewal of the agreement	For Variable Price Service, the Term continues until either party terminates this Agreement. For Non-Variable Price Service, after the end of the Initial Term, this Agreement will automatically continue at a variable rate methodology unless and until this Agreement is terminated by customer. Not less than 30 days and no more than 60 days prior to the expiration of the Initial Term, Marathon will notify Customer in writing and/or by email of the switch to variable rate methodology at which Marathon will continue to serve Customer. Customer will have 15 days from Customer's receipt of such renewal notice to reject this offer and terminate the Agreement. If Marathon does not receive notice of Customer's termination of this Agreement, this Agreement will continue in full force and effect until canceled by customer. See Section 5 – Term.
Regulatory or Other Changes	If at some future date there is a change in law, rule, regulation, guideline, procedure, tariff, utility, ISO design, ICAP tag, formula or formula input, demand charge, regulatory structure, environmental attribute, emissions requirement, production requirement, component level, component price level or the interpretation or application of any of the foregoing that impacts any term, condition or provision of the agreement, including, but not limited to price, Marathon shall have the right to modify the Agreement. See sections 4 – Pricing and 17 – Applicable Laws. For the avoidance of doubt, any item that is not within the direct control of Marathon and that does or is forecasted to impact Marathon's costs, may result in a modification.
Guaranteed Savings	This Agreement does not offer guaranteed savings and your rate may be higher than the Utility rate.
Special Conditions	

NOTICES AND CONTACTS

	CUSTOMER BUSINESS / PRIMARY CONTACT	CUSTOMER BILLING CONTACT (Required for DUAL) <input type="checkbox"/> Check if same as Primary Contact info	MARATHON ENERGY CONTACT INFORMATION
ATTN NAME:	Jeffery Benick		Customer Service
STREET ADDRESS:	26 Orangeburg Rd		100 Elwood Davis Road
CITY, STATE, ZIP:	Orangeburg NY 10962		Syracuse, New York 13212
PHONE NUMBER:	845-359-5100 x2204		888-378-9898
FAX NUMBER:			888-818-9110
EMAIL:	jbencik@oranetown.com		customerservice@mecny.com

- Customer Representations:**
1. The individual signing this Agreement is the customer of record or authorized to execute this Agreement.
 2. The individual signing this Agreement is authorized to make the switch to Marathon.
 3. The Customer voluntarily wishes to make the supplier change.
 4. The individual signing this Agreement has reviewed and agrees to the accompanying Terms and Conditions.
 5. Marathon Power LLC ("Marathon") does not offer Utility Price Matching or guarantee savings.
 6. Customer has been advised of all risks associated with signing this contract.
 7. Customer consents to receiving any notice or correspondence from Marathon by email.

IN WITNESS WHEREOF Customer and Marathon hereby accept all Terms of Service set forth on these pages and incorporated herein and have caused this agreement to be executed:

SIGNATURES	
Marathon Power LLC dba Marathon Energy	Customer:
Signature:	Signature: 
Print Name:	Print Name: Jeffery Benick
Print Title:	Print Title: Director
Date:	Date: 6/13/2022
Sales Rep/Broker:	

Marathon reserves the right to reject any agreement that proves to be unacceptable upon Marathon's Internal Review. Marathon will only notify customer if the agreement is not accepted. This page is part of the terms and conditions of your agreement.

Office Use Only Legacy D:	Approved by:	Date:
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General Terms and Conditions

1. **Agreement to Sell and Purchase Energy.** This is an agreement between Marathon Power, LLC D/B/A Marathon Energy ("Marathon"), an independent energy services company, and you ("Customer") under which Customer authorizes Marathon to initiate natural gas and/or electricity supply service and begin Customer's enrollment with Marathon ("Agreement"). Subject to the terms and conditions of this Agreement, Marathon agrees to sell, and Customer agrees to purchase and accept all the natural gas and/or electricity required to serve Customer's account(s) listed on Schedule A of this Agreement ("Base Load"). Marathon does not guarantee savings under this Agreement. Customer's utility ("LDC") will continue to deliver the natural gas and/or electricity supplied by Marathon. Marathon is not affiliated with and does not represent Customer's LDC.
2. **Information Release Authorization.** Customer authorizes Marathon to obtain and review information regarding Customer's credit history from credit reporting agencies and information from Customer's LDC, which shall include but not be limited to the following: consumption history, billing determinants, account numbers, credit information; data applicable to cold weather periods under section 32(3) of the NY Public Service Law; information pertaining to section 33 of the NY Public Service Law; tax status; and eligibility for economic development or other incentives (collectively, "Customer Information"). This information may be used by Marathon to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to Marathon. Marathon reserves the right to refuse to provide service to Customer under this Agreement if it is unable to obtain the necessary Customer Information or it obtains Customer Information that it considers unsatisfactory. This authorization will remain in effect during any initial or renewal term of this Agreement; provided, however, that Customer may rescind this authorization at any time by providing written notice to Marathon or by calling Marathon at 1-888-378-9898. Marathon reserves the right to cancel this Agreement in the event Customer rescinds such authorization. The data obtained pursuant to this authorization may be retained by Marathon for a period of six years post-termination of this Agreement consistent with the statute of limitations for contractual disputes and may be used by Marathon in connection with any ongoing business or legal purpose with respect to its obligations under the Agreement, or to offer additional products or services to Customer during the Term, or any Renewal Terms, or at any time in the six year period after the Agreement terminates, or as contained in any derivative work created by Marathon in association with its business as a retail energy provider.
3. **Guaranty.** In consideration of the extensions and maintenance of credit from time to time by Marathon, the undersigned Applicant (1) warrants that the representation made herein are true and accurate and agrees to promptly notify Marathon in writing of any change in financial condition that would adversely affect his/her responsibility and (2) for good and valuable consideration, hereby personally, individually, jointly and severally, guarantees payment to Marathon, its successors and its assigns, of all existing and future indebtedness of the Applicant, including service charges together with accrued interest thereon, collections costs and attorneys' fees. This guaranty shall be effective without first requiring Marathon to proceed against any other party, and the undersigned hereby waive(s) notice of acceptance of this guaranty, default and non-payment and consent(s) to waiver, extension or modification of credit terms. This shall be an open and continuing guaranty that may only be revoked upon written notice to Marathon by certified mail, return receipt requested, which revocation shall be effective 10 days after Marathon's receipt of such notice and shall only release the undersigned from liability for indebtedness incurred after the effective date of such revocation.
4. **Pricing.** Customer's pricing under this Agreement shall be as follows:
 - a. **Electricity/Natural Gas Variable Pricing:** If Customer is receiving electricity or natural gas supply service at a variable price, Customer shall be billed at a variable price that may vary each billing cycle based on the costs including but not limited to commodity, losses, capacity, storage and balancing, ancillary services, related transmission and distribution charges, all supply and agency functions that Marathon performs for the Customer, transportation to the Delivery Point, plus all applicable taxes, fees, charges or other assessments plus Marathon's costs, expenses, and profit margins. There is no guaranteed savings compared to the Utility rate; your rate may be higher than the Utility rate, and there is no limit on how much the price of supply service may change from one billing cycle to the next.
 - b. **Electric and/or Natural Gas Fixed Pricing:** If Customer is receiving natural gas or electric supply service at a Fixed price, Customer will be billed at the Fixed price indicated on page 1 of this Agreement for the Initial Fixed Term, subject, among other things, to Section 4(f) of this Agreement.
 - c. **Natural Gas NYMEX+ Pricing:** If Customer is receiving natural gas supply service at a NYMEX + price for the Initial Term Customer shall be billed at a floating price that may vary based on the monthly NYMEX Henry Hub Natural Gas settlement price on the last day of trading per Dth (adjusted for line losses, converted to the UOM as indicated on page 1, adjusted for POR, each where applicable), prorated by the number of days applicable to each month for the billing cycle, plus the Fixed adder per the UOM as indicated on page 1 (converted to dth/ccf/mcf where applicable) set forth on page 1 of this Agreement, subject, among other things, to Section 4(f) of this Agreement.
 - d. **Electric Index Pricing:** If Customer is receiving electric supply service at an Electric Index+ price for the Initial Term, Customer shall be billed at a floating price that may vary based on the weighted average Day Ahead Locational Based Marginal Pricing (LBMP) price per the UOM as indicated on page 1 of the ISO Zone for Customer's service location weighted by Customer's load profile as determined by Customer's LDC, plus losses, adjusted for POR where applicable, plus the fixed adder per the UOM as indicated on page 1 set forth on page 1 of this Agreement, subject to, among other things, Section 4(f) of this Agreement.
 - e. **All Pricing:** Under all pricing options, Customer is also responsible for paying and reimbursing Marathon for all applicable taxes and other government fees, assessments, and charges, however designated, relating to the service provided under this Agreement. This may not include, but shall not be limited to, utility taxes, gross receipts taxes, and sales and use taxes imposed on Marathon and/or Customer by federal, state, and/or local authorities that Marathon passes through to Customer. If Customer is tax exempt or eligible for economic development incentives, Customer must furnish Marathon with an exemption certificate or other evidence of same satisfactory to Marathon before service commence.
 - f. **Price Adjustments:** Notwithstanding anything else set forth herein, the following potential adjustments may affect Customer's price under this Agreement (see also #17):
 - i. **Service Class:** If during the enrollment process the LDC determines that Customer's service classification is different from the service classification indicated on Schedule A, Marathon reserves the right to adjust Customer's price under this Agreement to reflect that of the service classification identified by the LDC.

- ii. **Transportation Adjustment Clause Charge (“TAC Charge”):** If Customer is receiving natural gas supply service under a Fixed or NYMEX + price and Customer’s gas utility shifts any TAC Charge from Customer’s gas transportation charges to Customer’s gas supply portion, Marathon may adjust Customer’s gas supply price to include such additional TAC Charge. Marathon will provide Customer 30 days’ written notice of any such adjustment in charges.
- iii. **Quantity Variances:** Unless otherwise indicated on page 1 of this Agreement, for all Fixed, LBMP Index + and NYMEX + agreements, if usage in any period exceeds the level of usage in the same period indicated in the “Usage Base Load” on Schedule A by more than the tolerance band indicated, Marathon reserves the right to charge a customer the current variable price for all usage in excess of the Usage Base Load. If a customers’ usage in any period falls by the tolerance band indicated or more below the level of usage in the same period indicated in the Usage Base Load, Marathon reserves the right to charge such Customer an additional amount equal to the Fixed price indicated on page 1 of this agreement multiplied by the difference between the Usage Base Load and Customer’s actual usage. Marathon also reserves the right to charge a customer for all hedging, cash-out, settlement, and/or balancing costs related to the positive difference between the Usage Base Load and actual usage. The previous 12 months of the Customer’s historical usage obtained from the LDC shall be used where no Usage Base Load addendum is attached hereto.
- iv. **Changes in Capacity, Transmission or Transmission Related Charges, Environmental Attributes, Non-Market Based Rates or POR Rates:** Any increase in obligations (net quantity or net price) from the Fixed Capacity, Transmission Values, Purchase of Receivables (“POR”), Environmental Attributes (e.g. RECs, ZECs, ORECs, carbon, or any other future environmental related surcharge that may be imposed), Non-Market Based Rates (e.g. NTAC, SSC&D, Black Start) at the time of this Agreement, specified in Schedule A, or in effect at the time of contract consummation, may result in the additional cost being passed through at the prevailing market rate. As such, Marathon reserves the right to pass through to Customer any and all fees, costs, expenses and charges associated with and/or arising out of any change to Customer’s capacity obligation, transmission obligation, pipeline allocation, or gas capacity rates, POR rates, any change in the price or cost of environmental attributes (including zero-emission credits or ZECs), or any changes outside of Marathon’s control since the time of contracting. This may result in a change in price. Schedule A shall be provided to Customer upon acceptance of this Agreement.
- v. **On-site and off-site Generation.** The Customer agrees to provide Marathon sixty (60) days’ prior written notice of (1) installation of solar or other on-site generation or energy storage equipment and/or (2) Customer’s participation in or utilization of baseload generation, community solar subscriptions, net metering, onsite renewable energy including wind, solar and/or biomass, and power purchase agreements. If Customer utilizes any of the foregoing, Marathon reserves the right to modify the rate or terminate this Agreement and recover costs, if any.

5. Term.

- a. **Variable Price Supply Service:** If Customer is receiving variable pricing, this Agreement shall commence as of the date set by Customer’s LDC and shall continue until either party cancels or terminates this Agreement by providing at least 30 days’ advance written notice of such termination to the other. There will be no charge to Customer for cancelling variable price natural gas and/or electric supply service from Marathon if Customer does so in accordance with the terms of this Agreement.
- b. **Non-Variable Price Service:** If Customer is receiving non-Variable price service (Fixed price, NYMEX + or Electric Index +), this Agreement shall commence as of the date set by Customer’s LDC and shall continue in full force and effect until the service end date set forth on page 1 of this Agreement (the “Initial Fixed Term”). If the service start date established by the Customer’s LDC is delayed for any reason due to no fault of Marathon (e.g., blocked account, customer delay, etc.), then the original intended service end date for this Agreement, determined by the term length set forth on page 1 of this Agreement and the original projected service start date, will remain as the service end date or adjusted, at Marathon’s discretion unless otherwise agreed to by Customer and Marathon, if Customer is receiving supply service under a Non-Variable price service, after the end of the Initial Fixed Term, this Agreement will automatically continue at a variable rate methodology unless and until this Agreement is terminated by customer. Not less than 30 days and no more than 60 days prior to the expiration of the Initial Fixed Term, Marathon will notify Customer in writing and/or by email of the switch to variable rate methodology at which Marathon will continue to serve Customer. Customer will have 15 days from Customer’s receipt of such renewal notice to reject this offer and terminate the Agreement. If Marathon does not receive notice of Customer’s termination of this Agreement, this Agreement will continue in full force and effect until canceled by Customer.

- 6. **Termination of Non-Variable Price Agreements:** If there is a material adverse change in the business or financial condition of Customer on a Non-Variable Price Agreement, or a material adverse change in the cost to Marathon to continue supplying and/or servicing this Customer, as determined by Marathon at its sole discretion, or if Marathon terminates its service offerings in Customer’s LDC service territory or across New York State, or if such Customer fails to meet any of its obligations under this Agreement, then in addition to any other remedies Marathon may have, Marathon may terminate this Agreement upon 15 days’ written notice to Customer. In addition, if Customer terminates this Agreement prior to the end of the Initial Fixed Term, Customer shall pay Marathon all outstanding gas and/or electric supply charges and other amounts owing to Marathon as well all reasonable attorneys’ fees and expenses incurred by Marathon in connection with Marathon’s attempt to collect and recover same. If Customer terminates this Agreement by returning to Customer’s LDC or switching to another ESCO, the effective date of any such switch from Marathon will be determined by Customer’s LDC. As an ETF, if Customer terminates this Agreement prior to the end of the Initial Fixed Price Term, or if Marathon terminates this Agreement due to Customer’s breach of this Agreement, Customer shall pay Marathon, in addition to any other applicable charges, the projected amount of natural gas and/or electricity to be consumed by customer for the remainder of the current Term (see section 5 – Term) multiplied by the difference between the Non-Variable price in effect for the remainder of the current Term and the price at which Marathon can sell such gas and/or electricity following the termination. If a Customer that Marathon, in its discretion, determines to be Single Utility Billed, fails to qualify for the LDC’s POR program, Marathon may terminate the Agreement and Customer shall be liable to Marathon for any loss it incurs (using the calculation methodology described above). However, for all customers solicited through door-to-door marketing, the ETF will be no greater than \$100.00 if the remaining term is less than 12 months and \$200.00 if the remaining term is 12 months or more. In addition, for all customers solicited through door-to-door marketing, in the event of a renewal of a Non-Variable Price agreement, Customer shall not be charged an ETF if Customer objects to such renewal within 3 business days of receipt of the first billing statement under the renewed agreement. In addition, if there

is a gap in service due to the customer's termination and subsequent request for re-enrollment, during the non-Variable contract period, the customer may be liable to Marathon for any loss it incurs (using the calculation methodology described above).

The services provided by Marathon to Customer are governed by the Terms & Conditions of this Agreement. Marathon shall have the right to terminate this Agreement in the event of a breach of the term(s) of the Agreement by Customer, including, but not limited to, failure to remit payment as required under this Agreement. Marathon may cancel this Agreement at any time and for any reason. Marathon will provide at least 30 days' written notice prior to the termination of service and provide Customer with the opportunity to remedy the termination condition. A final bill will be rendered within thirty (30) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be trued up subsequent to the final meter reading. Switching to a competitive Third-Party Supplier ("TPS") is not mandatory and Customer has the option of remaining with the LDC for basic gas supply service or basic electric generation service.

7. **Billing:** Customer's LDC or Marathon may send Customer a single bill for both supply and delivery charges ("Consolidated Billing"), or Customer's LDC may send a separate bill for Customer's delivery charges and Marathon may send Customer a separate bill for Customer supply and charges ("Dual Billing"). Customer will pay Marathon for natural gas supply service and/or electric supply service based on meter readings and consumption information measured by and/or received from Customer's LDC ("Billing Quantity"). Marathon will have the option to adjust the Billing Quantity for fuel and distribution/line loss retained by the LDC and interstate transporters from the Purchase Quantity. Payment for gas and/or electric supply service is due on Customer's receipt of the bill(s). Customer shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by Marathon within twenty (20) days of the date of the bill at a rate of 1.5% per month or the maximum attorneys' fees and expenses incurred by it in collecting any payment from you. Marathon may delay enforcing its rights and/or accept late payments, partial payments, or partial payments marked to the effect of "payment in full" without losing any of its rights under this Agreement or applicable law. Customer payments remitted for Consolidated Billing that are not in dispute shall be allocated in the following order of priority of payment: (1) to amounts owed to avoid termination, suspension, or disconnection of commodity or delivery service; (2) to amounts owed under a deferred payment agreement; (3) to arrears; and (4) to current charges not associated with a deferred payment agreement. Payments will be pro-rated to the charges within each of the above categories in proportion to Marathon's and the LDC's charges in that category. Marathon may assign and sell Customer accounts receivable to the LDC. Failure by a non-residential customer to remit full payment of Marathon charges due on any Consolidated Bill prepared by the LDC or Marathon will be grounds for disconnection of utility services in accordance with NYPSC rules and regulations on the termination of service to non-residential customers, 16 NYCRR Part 13. A \$30.00 fee will be charge for all returned payments.
8. **Consumer Protections.** Marathon will provide at least 15 days' notice prior to the cancellation of service to Customer. In the event of non-payment of any charges owed to Marathon, Customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the Department of Public Service ("DPS"). Customer may obtain additional information by contacting Marathon at 1-888-378-9898 or the DPS at 1-800-342-3377, or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at: www.dps.ny.gov. Customer may also contact the DPS's ESCO hotline for inquiries regarding the competitive retail energy market at 1-888-697-7728.
9. **Rescission.** A door-to-door Customer may rescind this Agreement within three (3) business days after Customer's signing or receipt of this Agreement, whichever comes first, by contacting Marathon at 1-888-378-9898 or in writing at 62-01 34th Avenue, Woodside, NY 11377. If Customer rescinds this Agreement, Marathon will provide Customer a cancellation number.
10. **Agency. Gas:** Customer hereby designates Marathon as agent to (a) arrange and administer contracts and service arrangements between Customer and Customer's LDC and between Customer and the interstate transporters of Customer's natural gas (including capacity release, re-release and recall arrangements); (b) nominate and schedule with interstate pipeline(s) the transportation of Customer's natural gas supplies from the Sales Point(s) to the Delivery Point(s), and with the LDC for the transportation of the Customer's natural gas supplies from the Delivery Point(s) to the Customer's end-use premises; and (c) aggregate, if necessary, Customer's natural gas supplies with such supplies of other customers served by Marathon to qualify for LDC transportation service, and to address and resolve imbalances (if any) that may arise during the term of this Agreement. As Agent of Customer, Marathon will schedule the delivery of supplies of natural gas at the Sales Point(s) necessary to meet the Customer's city gate requirements based on the consumption and other information that Marathon receives from the LDC. The Sales Point(s) for the natural gas will be a point or points located outside of New York State selected from time to time by Marathon to assure service reliability. The Delivery Point(s) for the natural gas transported by the interstate pipeline(s) will be the city gate stations of the LDC. As Customer's agent, Marathon agrees to arrange for the transportation of the natural gas supplied under this Agreement from the Sales Point(s) to the Delivery Point(s) and from the Delivery Point(s) to the Customer's end-use premises. These services are provided on an arm's-length basis. **Electric:** Customer hereby designates Marathon as Customer's agent for the purpose of arranging, contracting for, and administering transmission services (including those provided by Customer's LDC) for the delivery of electricity. The Sales Point(s) for electricity will be one or more points on the NYISO-administered transmission system (located outside of the jurisdictional limits of the municipality of Customer's service address location), selected from time to time by Marathon to assure service reliability. The Delivery Point(s) for electricity will be one or more points at which Marathon, as Customer's agent, has arranged for the delivery of electricity to Customer or to a third party (such as Customer's LDC) for Customer's account. These services are provided on an arm's-length basis.
11. **Title, Risk of Loss.** Title to, control of, and risk of loss of the Purchase Quantities supplied under this Agreement will transfer from Marathon to Customer at the Sales Point(s). Marathon and Customer agree that transactions under this Agreement are originated and consummated outside the jurisdictional limits of the municipality, county or other taxing authority where Customer's service address(es) is located. If a taxing authority determines that a gross receipts tax or other tax is applicable to the sale of natural gas or electric supply under this Agreement, Customer agrees to pay such tax.
12. **No Warranties.** MARATHON MAKES NO REPRESENTATIONS, WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT AND MARATHON EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.

13. **Force Majeure.** Marathon will make commercially reasonable efforts to provide natural gas and/or electricity supply service hereunder, but Marathon does not guarantee a continuous supply of natural gas and/or electricity to Customer. Certain causes and events out of the control of Marathon ("Force Majeure Events") may result in interruptions in service. Marathon will not be liable for any such interruptions caused by a Force Majeure Event. A Force Majeure Event means a material or unavoidable occurrence beyond Marathon's control and shall include but not be limited to acts of God or public enemy, fire, flood, storm, hurricane, explosion, terrorism, war, civil disturbance, pandemics or other medical outbreaks and emergencies, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the LDC (including, but not limited to, a facility outage on its gas distribution lines or electric facilities), or any other cause beyond Marathon's control.
14. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE NEW YORK LAW, NEITHER YOU NOR MARATHON WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM ANY CLAIM OR LEGAL PROCEEDING BETWEEN YOU AND MARATHON, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES. THE REMEDY FOR ANY CLAIM OR SUIT AGAINST MARATHON WILL BE LIMITED TO DIRECT ACTUAL DAMAGES, WHICH SHALL NOT EXCEED THE AMOUNT OF CUSTOMER'S SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING 12 MONTHS. CUSTOMER SHALL NOT PURSUE OR RECOVER ANY ADDITIONAL DAMAGES OR AMOUNTS FROM MARATHON, AND HEREBY WAIVES ALL OTHER REMEDIES IN LAW OR EQUITY. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGES. CUSTOMER AND MARATHON ACKNOWLEDGE THAT THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT.
15. **Marathon Contact Information.** Customer may contact Marathon's Customer Service Center at 1-888-378-9898, Monday through Friday 9:00AM - 4:00PM EST (contact hours' subject to change). Customer may also contact Marathon Energy by mail at: 100 Elwood Davis Rd, Syracuse, NY 13212, or email at customerservice@mecny.com.
16. **Arbitration of Disputes, Waiver of Jury Trial, and Participation in Class Actions.** MARATHON AND CUSTOMER SHALL NOT BE PERMITTED TO JOIN OR CONSOLIDATE COMPLAINTS, CLAIMS, OR DISPUTES INVOLVING OTHERS, NOR SHALL ANY COMPLAINTS, CLAIMS, OR DISPUTES BE BROUGHT OR MAINTAINED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY. MARATHON AND CUSTOMER UNDERSTAND AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND WILLINGLY WAIVING THE RIGHT TO A TRIAL BY JURY. MARATHON AND CUSTOMER UNDERSTAND AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND WILLINGLY WAIVING THE RIGHT TO PARTICIPATE IN OR BE REPRESENTED IN ANY CLASS ACTION OR CLASS ARBITRATION. Any questions or complaints should be directed to Marathon's Customer Service Center. The parties are required to use their best efforts to resolve any disputes that may arise. Any unresolved disputes may be presented to a court of competent jurisdiction in New York County, New York. During the pendency of any dispute, Customer must pay all bills in full, except for the specific disputed amount, if any. Alternatively, a dispute or complaint may be submitted by either party at any time to the DPS Office of Consumer Services, New York State Public Service Commission, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223; by phone at 1-888-697-7728 or by visiting www.dps.state.ny.us.
17. **Applicable Laws.**
- Applicable Laws.** This Agreement is subject to all applicable federal, state, and local laws, and the orders, rules, and regulations of the governmental agencies having jurisdiction over the subject matter of this Agreement, including the DPS. This Agreement shall be construed under and shall be governed by the laws of the State of New York without regard to the application of its conflicts of law principles. Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of New York.
 - Regulatory or Other Changes.** Marathon and Customer recognize that a change in any law, rule, regulation, guideline, procedure, tariff, utility, ISO design, ICAP tag, gas capacity release, formula or formula input, demand charge, transmission value, Environmental Attribute (e.g. RECs, ZECs, carbon), Non-Market Based Rates (e.g. NTAC, SSC&D, Black Start), regulatory structure, or the interpretation or application of any of the foregoing applicable to Marathon or this Agreement by any entity, including but not limited to the LDC, Department of Public Service, New York State Public Service Commission, New York State Energy Research and Development Authority, Federal Energy Regulatory Commission or the New York Independent System Operator (each, a "Regulatory or Other Change") could materially impact a term, condition, or provision of this Agreement including, but not limited to price. Marathon and Customer further recognize that Marathon's ability to perform under this Agreement or the financial impact of a Regulatory Change that occurred prior to the date the parties executed this Agreement (the "Execution Date") may not be known until a future date. Accordingly, Marathon retains the right, at its sole discretion to (i) terminate this Agreement and return the Customer to the LDC at the next available meter read date; (ii) modify this Agreement to reflect a Regulatory Change that occurs after the Execution Date, including modifying Customer's price; and/or (iii) pass through to Customer any capital, operating, commodity, or other costs it incurs as a result of a Regulatory or Other Change ("New Costs") that occurred prior to the Execution Date where such: (a) New Costs were unknown or (b) New Costs did not become effective until after the Execution Date. In all cases, Marathon shall provide 30 days' prior written notice to Customer of any termination or modification to this Agreement resulting from a Regulatory or Other Change and/or application of any New Costs.
 - Material Adverse Changes.** If there is a material adverse change in the business operation or financial condition and/or creditworthiness of Customer (as determined by Marathon at its discretion) or if Customer fails to meet its obligations under this Agreement or pay or post any required security deposit, or if Marathon terminates its service offerings in Customer's LDC service territory or across New York State, then, in addition to any other remedies that it may have, Marathon may terminate this Agreement upon 15 days' written notice to Customer. If Customer's Usage indicates that Customer belongs to a different Customer Class than determined by Marathon at the time of contracting, Marathon shall have the option to drop Customer's supply back to the LDC and charge Customer an ETF as set forth in Section 6 of this Agreement.
 - Non-Mass Market Customer.** Customer represents, warrants, and covenants that (i) it is not a mass market customer, as defined by the New York State Public Service Commission. Customer agrees that if it is or becomes a mass market customer then the breach of the foregoing covenant is a default under this Agreement by Customer, and notwithstanding anything to the contrary herein, this Agreement may be



RIDER
TO BASE CONTRACT FOR THE PURCHASE OF NATURAL GAS AND ELECTRICITY
GENERAL TERMS AND CONDITIONS ("Contract")

Amendments to the Terms and Conditions Applicable to this Transaction Confirmation dated
6/10/2022.

Customer Name: Town of Orangetown
LDC: Orange and Rockland
Account Numbers: See Addendum

This Rider, the associated Transaction Confirmation and Terms and Conditions together comprise the Agreement between Marathon Energy and Customer. In the event of a conflict between the documents that comprise this Agreement, they shall control in the following order: (1) Rider, (2) Terms and Conditions.

Amendments:

3. Guaranty – This section is removed.

5.b Non-Variable Price Service. This section is replaced with:

If Customer is receiving Non-Variable supply service, this Agreement shall commence as of the date set by Customer's LDC and shall continue in full force and effect until the service end date set forth on the first page of this Agreement (the "Initial Fixed Price Term"). If the service start date established by the Customer's LDC is delayed for any reason due to no fault of Marathon (e.g., blocked account, customer delay, etc.), then the original intended service end date for this Agreement, determined by the term length set forth on the first page of this Agreement and the original projected service start date, will remain as the service end date or adjusted, at Marathon's discretion unless otherwise agreed to by Customer and Marathon, and will be returned back to utility service at the end of this Agreement.

7. Billing. Strike:

~~Customer shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by Marathon within twenty (20) days of the date of the bill at a rate of 1.5% per month or the maximum attorneys' fees and expenses incurred by it in collecting any payment from you.~~

24. Non-Appropriation. This Agreement shall be deemed executory to the extent that the monies are appropriated in Buyer's current budget for the purposes of this Agreement. This Agreement is not a general obligation of Buyer. Neither the full faith or credit, nor the taxing power of Buyer, are pledged to the payment of any amount due, or to become due, under this Agreement. This Agreement shall be effective to the extent that the monies to be paid hereunder are appropriated in Buyer's budget. Buyer represents and warrants that it has sufficient monies appropriated and budgeted to meet its financial and contractual obligations for the term of July 1, 2022 through July 1, 2025 and that it will take all appropriate steps to ensure it appropriates and budgets sufficient monies to meet its future financial and contractual obligations under this Agreement.

IN WITNESS WHEREOF:

Customer and Marathon have caused this Agreement to be executed.



Marathon Energy	Customer: <u>Town of Orangetown</u>
Signature: _____	Signature: <u><i>Jeffrey Beucik</i></u>
Name: _____	Name: <u>Jeffrey Beucik</u>
Title: _____	Title: <u>Director of Finance</u>
Date: _____	Date: <u>6/13/2002</u>



Addendum to Sales Agreement

QuoteID: 149696

LDC	Account Name	LDC Account Number	Service Class	Service Address	City	State	Zip	Start Date	Product	Term	Rate
ORG	TOWN OF ORANGETOWN	4942150007	506	0 ACKERMAN PL PUMP 1	NYACK	NY	10960	7/1/2022	Fixed	36	0.7889
ORG	TOWN OF ORANGETOWN	5983730002	506	0 DIANE DR PUMP	BLAUVELT	NY	10913	7/1/2022	Fixed	36	0.7889
ORG	TOWN OF ORANGETOWN	5603131018	506	0 ELIZABETH ST PUMP	PEARL RIVER	NY	10965	7/1/2022	Fixed	36	0.7889
ORG	TOWN OF ORANGETOWN	6466733000	436	0 GREENBUSH RD	ORANGEBURG	NY	10962	7/1/2022	Fixed	36	0.7889
ORG	TOWN OF ORANGETOWN	1866082001	606	0 KINGS HWY PUMP SWR	TAPPAN	NY	10983	7/1/2022	Fixed	36	0.7889
ORG	TOWN OF ORANGETOWN	0294829002	506	0 MARGARETKEAHON DR PUMP 2	PEARL RIVER	NY	10965	7/1/2022	Fixed	36	0.7889
ORG	TOWN OF ORANGETOWN	3279036013	606	0 PRIVATELOVETT CT PUMP	BLAUVELT	NY	10913	7/1/2022	Fixed	36	0.7889
ORG	TOWN OF ORANGETOWN	1128074029	506	0 SGTINGRAM CT PUMP 3	PEARL RIVER	NY	10965	7/1/2022	Fixed	36	0.7889
ORG	TOWN OF ORANGETOWN	0747107017	506	0 TROOP RD PUMP	BLAUVELT	NY	10913	7/1/2022	Fixed	36	0.7889
ORG	TOWN OF ORANGETOWN	8822916001	606	0 WASHINGTON ST	TAPPAN	NY	10983	7/1/2022	Fixed	36	0.7889
ORG	TOWN OF ORANGETOWN	6949734003	506	119 ROUTE303	ORANGEBURG	NY	10962	7/1/2022	Fixed	36	0.7889
ORG	TOWN OF ORANGETOWN	6970734006	436	127 ROUTE303	ORANGEBURG	NY	10962	7/1/2022	Fixed	36	0.7889
ORG	TOWN OF ORANGETOWN	0019091000	506	127 ROUTE303 BLDG	ORANGEBURG	NY	10962	7/1/2022	Fixed	36	0.7889
ORG	TOWN OF ORANGETOWN	0275166008	506	127 ROUTE303 BLDG ODOR	ORANGEBURG	NY	10962	7/1/2022	Fixed	36	0.7889
ORG	TOWN OF ORANGETOWN	0623129000	506	127 ROUTE303 GAR 1	ORANGEBURG	NY	10962	7/1/2022	Fixed	36	0.7889
ORG	TOWN OF ORANGETOWN	3327256014	506	140 ORANGEBURG RD BLDG 111	ORANGEBURG	NY	10962	7/1/2022	Fixed	36	0.7889
ORG	TOWN OF ORANGETOWN	4345042000	506	175 OLDORANGEBURG RD	ORANGEBURG	NY	10962	7/1/2022	Fixed	36	0.7889
ORG	ORANGETOWN HISTORICAL MUSEUM	0759075002	606	196 BLAISDELL RD	ORANGEBURG	NY	10962	7/1/2022	Fixed	36	0.7889
ORG	TOWN OF ORANGETOWN	5061829002	436	212 N MAIN ST	PEARL RIVER	NY	10965	7/1/2022	Fixed	36	0.7889
ORG	TOWN OF ORANGETOWN	0227632000	162	215 RIVER RD	GRANDVIEW	NY	10960	7/1/2022	Fixed	36	0.7889
ORG	TOWN OF ORANGETOWN	4156732002	506	26 ORANGEBURG RD	ORANGEBURG	NY	10962	7/1/2022	Fixed	36	0.7889
ORG	TOWN OF ORANGETOWN	4135732002	506	26 ORANGEBURG RD	ORANGEBURG	NY	10962	7/1/2022	Fixed	36	0.7889



Addendum to Sales Agreement

QuoteID: 149696

IN WITNESS WHEREOF: Customer and Marathon have caused this Agreement to be executed.

For Marathon Power, LLC:

Marathon Representative Name

Marathon Representative Signature

For Customer:

Jeffrey Bencik Director of Finance
Customer's Printed Name & Title

[Signature]
Customer's Signature

6/13/2022
Date

WARRANT

Warrant Reference	Warrant #	Amount
Approved for payment in the amount of		
	052522	\$ 211,614.69
	060622	\$ 15,229.86
	061422	\$ 1,879,069.47
		\$ 2,105,914.02

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

APPROVAL FOR PAYMENT

AUDITING BOARD

Councilman Gerald Bottari

Councilman Paul Valentine

Councilman Thomas Diviny

Councilman Brian Donohue

Supervisor Teresa M. Kenny

**TOWN OF ORANGETOWN
FINANCE OFFICE MEMORANDUM**

TO: THE TOWN BOARD
FROM: JEFF BENCIK, *DIRECTOR OF FINANCE*
SUBJECT: AUDIT MEMO
DATE: 6/9/2022
CC: DEPARTMENT HEADS



The audit for the Town Board Meeting of 6/14/2022 consists of 3 warrants for a total of \$2,105,914.02.

The first warrant had 25 vouchers for \$211,614 and had the following items of interest.

1. Applied Golf (p1) - \$124,500 for Blue Hill management contract.
2. Applied Golf (p1) - \$49,583 for Broadacres management contract.

The second warrant had 9 vouchers for \$15,229 and was for utilities and a 207c payment.

The third warrant had 205 vouchers for \$1,879,069 and had the following items of interest.

3. Arthur J. Gallagher (p5) - \$9,024 for worker's comp audits.
4. Beyer Ford (p12) - \$60,376 for DEME vehicles.
5. Cotter, Michael (p16) - \$10,450 for CTR inspections.
6. Eagle Point (p22) - \$11,774 for Police ammunition.
7. Eurofins (p23) - \$7,462 for sewer chemical testing.
8. Ferraro Construction Corp. (p25) - \$154,997 for Rt. 303 Culvert Project (bonded).
9. Goosetown Enterprises (p28) - \$28,037 for Police equipment leases.
10. Hudson Valley Engineering (p31) - \$53,368 for N. Middletown project.
11. Jack Doheny Companies (p37) - \$38,367 for Sewer Repairs (ARPA money)
12. Joe Lombardo (p39) - \$9,351 HVAC repairs at Greenbush facility.
13. Kuehne Chemical Co. (p42) - \$8,249 for sewer chemicals.
14. Laberge Engineering & Consulting (p42) - \$10,173 for consulting services.
15. Landscape Structures (p44) - \$3,478 for Veteran's Playground (grant monies)

16. Lothrop Associates (p45) - \$5,072 for new town hall design.
17. MetLife (p45) - \$14,005 for Police dental insurance.
18. Morano Brothers (p47) - \$424,922 for N. Middletown Rd. project (bonded).
19. Rockland County Solid Waste Management (p55) - \$7,491 for solid waste removal.
20. Sealcoat USA (p60) - \$75,308 for Highway paving.
21. Sherwin Williams (p61) - \$14,250 for traffic paint.
22. State Comptroller (p63) - \$23,245 for Justice fines.
23. Verde Electric (p67) - \$50,358 traffic signal emergency repairs.
24. Zarin & Steinmetz (p72) - \$5,269 for outside counsel.

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

Jeffrey W. Bencik, CFA

845-359-5100 x2204