



Decorating Service Proposal

Town of Orangetown
 26 W Orangeburg Rd,
 Orangeburg, NY 10962

11/14/2022

Deposits Due by October 1

Description	Location	Color	Total
Install, Maintain, Remove and Store Existing Display that includes: 4 foot pole mount snowflakes on Central ave 5.5 foot pole mount snowflakes on telephone poles at corner of Rte 304 5.5 foot pole mount snowflakes on telephone poles on Middletown Rd Over the street skylines on Central Ave below railroad tracks and at Central Ave field Install Mini lights on all decorative light poles in downtown area Price includes installation, maintenance, removal and storage			14,900.00
Subtotal			\$14,900.00
Sales Tax (0.0%)			\$0.00
Total			\$14,900.00

50% deposit or payment in full due prior to installation. Balance due upon completion of installation.

- I would like to make my 50% deposit
- I would like to make my payment in full

Please note all Credit Card payments will incur a 3.2% convenience fee

CC# _____ Exp Date _____ Security Code _____

Remaining balances are due upon installation.

Terms and Conditions

Please sign and date in the designated area on the proposal and return to us at your earliest convenience. I have read, understand and agree to the policies, terms and conditions outlined on the reverse of this page. Customer has the right to rescind this contract by giving written notice to the service provider within three days from the date below.

Installation services begin approximately October 15th.

I would prefer my display be taken down on or about _____

Please note installation dates are on a first come first serve basis, we will do our best to accommodate any requests.

Signature: _____ Date: _____ Print Name: _____

Christmas Lighting Company
PO Box 1151
Pearl River, NY 10965
845-920-1771

Christmas Lighting Company Policies, Terms and Conditions

Christmas Lighting Company's service is comprised of the design, installation, service and removal of holiday decorations. All lighting and decorations remain the property of the service provider. This is a service agreement only and no goods are being sold.

Lighting and Decorations: Christmas Lighting Company's warrants the quality of our decorations and workmanship as provided below. Should you have any problems with the decorations, we want to correct them as soon as possible. **Repairs needed due to vandalism, animals, extraordinary weather conditions, and customer added lights are not warranted and will be billed as additional services. Power failure or tripping of GFI circuits that occur as a result of inclement weather cannot be the responsibility of Christmas Lighting Company.** We will perform required service calls to solve these issues but we cannot be held liable for damage that may occur as a result of acts of nature. Upon reinstallation, all non-functioning bulbs and/or miniature light sets will be replaced at no additional charge; this is included in the reinstallation and removal charge. As plants grow, we will add additional lights to any landscape lighting at our discretion, and bill service at the appropriate rates. Any additional items requested at the time of service will also will be invoiced accordingly.

Billing and Quality of Service: All services, unless otherwise agreed, are billed at the time of installation, at which time payment is due. This normally would include materials, set up, installation accessories, removal, & boxing of decor. Storage of all decor is included with the service; storage charges will apply if service is not utilized for one season, or delivery charges will apply if service is cancelled. Christmas Lighting Company guarantees the quality of all material and workmanship, however any questions in regard to the quality of workmanship must be addressed within 7 days of service, or before the next service is to be performed, whichever comes first.

Seasonal Lighting

Please be advised that all standard lighting that is installed is suitable only to be used as seasonal, temporary lighting, unless otherwise specified. **Christmas Lighting Company can only warrant seasonal lighting up to 90 days.** Product life expectancy should not exceed 90 days when used continuously. Please consult your representative if you are interested in a permanent type of lighting. **Client will provide all electrical power sources.**

Photos

Please note that unless otherwise agreed upon, Christmas Lighting Company reserves the right to take photos of our decor services on your property, and use representations of these same photos for marketing purposes to include, but not limited to, brochures, portfolios, internet or postcards. The use of photo representations does not imply any financial or other consideration will be given for said use. Further, we reserve the right on commercial accounts to state the property name and/or address.

Terms and Conditions: A deposit may be required at the time your order is placed. Full payment for every item and service is due in full upon installation. In the event the purchaser fails to make payments as required, your account shall be considered to be in default and the purchaser shall be responsible for costs of collection and reasonable attorneys' fees, as allowed by law. If a requested item becomes unavailable, Christmas Lighting Company reserves the right to substitute an item of equal or better quality, subject to customer agreement, or to delete the items off of the installation and invoice.

Installation and Removal: Holiday decorations shall be installed and removed at your request if possible. Clients designating times are given priority based upon first-in-time notice. All services are subject to weather conditions and demand. The service provider retains sole discretion as to the timing of services and no breach occurs based on dates of services.

Limited Warranty and Limitation of Liability and Remedies: BOTH PARTIES TO THIS CONTRACT AGREE THAT IN THE EVENT OF THE FAILURE OR MALFUNCTION OF THE LIGHTING AND/OR DECORATIONS PROVIDED, THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO THE CLIENT SHALL BE THE REFUND OF THE COST OF THE SERVICES PROVIDED UNDER THIS AGREEMENT OR THE REPAIR OR REPLACEMENT OF THE LIGHTING AND/OR DECORATIONS, TO BE DETERMINED SOLELY AT THE DISCRETION OF THE SERVICE PROVIDER.

BOTH PARTIES AGREE THAT CHRISTMAS LIGHTING COMPANY SERVICE PROVIDER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES OF ANY NATURE CAUSED TO THE PROPERTY OF THE CLIENT BY ANY FAILURE OR MALFUNCTION OF THE LIGHTING AND DECORATIONS PROVIDED UNDER THIS AGREEMENT. SOME STATES MAY NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

BOTH PARTIES AGREE THAT ANY CLAIM BY THE CLIENT THAT THE WORKMANSHIP OR MATERIALS USED ARE DEFECTIVE OR NONCONFORMING MUST BE BROUGHT TO THE ATTENTION OF CHRISTMAS LIGHTING COMPANY SERVICE PROVIDER IN WRITING WITHIN 72 HOURS OF THE SERVICE AND FAILURE TO DO SO RESULTS IN A COMPLETE AND FINAL WAIVER OF ALL CLAIMS.

Arbitration: ANY AND ALL DISPUTES THAT MAY ARISE BETWEEN THE PARTIES SHALL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH STATE LAW WHERE THE SERVICE PROVIDER IS LOCATED. THE ARBITRATOR'S AWARD SHALL BE FINAL AND BINDING ON ALL PARTIES, AND JUDGMENT MAY BE ENTERED BY A COURT OF COMPETENT JURISDICTION IN THE COUNTY OF THE SERVICE PROVIDER WHERE ALL ARBITRATION PROCEEDINGS SHALL BE CONDUCTED THROUGH THE DISPUTE RESOLUTION CENTER, OR ITS SUCCESSOR.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/06/2022

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 RICHARD A AGOSTINONI 500 ROUTE 32 PO BOX 1014 HIGHLAND MILLS NY 10930	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: RICHARD A AGOSTINONI</td> </tr> <tr> <td>PHONE (A/C No, Ext): 845-738-8801</td> <td>FAX (A/C, No): 845-395-0011</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: Highlandmillsoffice@american-national.com</td> </tr> <tr> <td style="text-align: center; font-weight: bold;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; font-weight: bold;">NAIC #</td> </tr> <tr> <td>INSURER A : FARM FAMILY CASUALTY INSURANCE CO</td> <td>13803</td> </tr> <tr> <td>INSURER B : UNITED FARM FAMILY INSURANCE CO</td> <td>29963</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	CONTACT NAME: RICHARD A AGOSTINONI		PHONE (A/C No, Ext): 845-738-8801	FAX (A/C, No): 845-395-0011	E-MAIL ADDRESS: Highlandmillsoffice@american-national.com		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : FARM FAMILY CASUALTY INSURANCE CO	13803	INSURER B : UNITED FARM FAMILY INSURANCE CO	29963	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURED CHRISTMAS LIGHTING COMPANY OF NEW YORK, INC. DBA CHRISTMAS LIGHTING COMPANY 54 CENTER ST PEARL RIVER, NY 10965																					

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	3102L9876	10/09/22	10/09/23	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			3101C4962	10/08/22	10/08/23	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	3103W7890	10/09/22	10/09/23	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Town of Orangetown is listed as additional insured

CERTIFICATE HOLDER Town of Orangetown 26 W. Orangeburg Rd. Orangeburg, NY 10962	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 <div style="text-align: right; font-family: cursive; font-size: 1.2em;">Richard Agostinoni</div>
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DOG CONTROL SERVICES AGREEMENT FOR YEAR 2023

**By and between
Town of Orangetown
And
Hudson Valley Humane Society for the Prevention of Cruelty to Animals**

WHEREAS, the **TOWN OF ORANGETOWN**, (hereinafter “TOWN”), is a municipal corporation of the State of New York, having its principal place of business at 26 Orangeburg Road, Orangeburg, New York 10962; and

WHEREAS, **Hudson Valley Humane Society for the Prevention of Cruelty to Animals**, (hereinafter “HVHS”), is a domestic not-for-profit corporation, created and existing under and by virtue of the laws of the State of New York and having its office and principal place of business at 200 Quaker Road, Pomona, New York 10970; and

WHEREAS, the TOWN needs dog control services including enforcement, and housing and boarding, under Article 7 of the New York State Agriculture and Markets Law and its’ Town Code; and

WHEREAS, the HVHS is a humane society, and a duly authorized society for the prevention of cruelty to animals, which has been engaged in the prevention of cruelty to animals in Rockland County, New York; and

WHEREAS, the TOWN is authorized to contract for such services with a duly incorporated society for the prevention of cruelty to animals pursuant to Article 7 of the New York Agriculture and Markets Law; and **WHEREAS**, the TOWN and HVHS believe that the TOWN’s contracting with HVHS for the provision of dog control services will improve the quality and level of service provided to TOWN residents; and

NOW, THEREFORE, THE TOWN AND HVHS HEREBY AGREE AS FOLLOWS:

1. **TERM:** This agreement will commence January 1, 2023 and shall continue through December 31, 2023.
2. **SERVICES TO BE PROVIDED:** The HVHS through its duly appointed agents and employees shall provide those services as per this Agreement to the TOWN for seized, lost, strayed or homeless domestic canine animals pursuant to §114 of the New York State Agriculture and Markets Law, and shall be permitted to adopt canines as set forth herein, and shall properly care for these dogs in its shelter, that shall at all times during the term hereof be under the care and charge of a competent employee, Board member or duly appointed Humane Law Enforcement officer (HLE).
3. **HVHS DUTIES UNDER THIS AGREEMENT:**
 - a. HVHS will act as an agent of the TOWN to enforce the provisions of the Agriculture and Markets Law §117 and Town Code Section 9-5, with respect to impoundment periods, impoundment fees, proper licensing and rabies vaccinations (as it pertains to canines only).
 - b. As agent for the TOWN, HVHS shall not release a dog to any TOWN resident without such resident providing acceptable proof of licensing and rabies vaccination.
 - c. In addition, HVHS shall not release a dog found within the TOWN to a resident of New York City or another State unless that party provides proof of license, and if not available, that party must license the dog before it can be released. Any deviations shall be reported via written letter, fax or email from HVHS to the TOWN Animal Control Officer (ACO) for enforcement.

- d. HVHS will issue and assign a unique identification tag to every dog at no cost to the TOWN or owner; the identification tag has a unique number and provides another level of identification for the dog's safety.

4. DOG LICENSE FROM TOWN:

- a. HVHS shall be authorized to issue dog licenses on behalf of the TOWN and collect the appropriate TOWN Code license fees.
- b. HVHS shall have the TOWN permit form completed by the applicant and collect the necessary fees; and issue the tag to the applicant.
- c. The TOWN permit form and all such monies collected by HVHS on behalf of the TOWN for licensing a dog must be remitted to the TOWN Clerk by the fifteenth (15th) day of the month following the month of collection with all other required documentation.

5. FEES FOR IMPOUNDMENT/SHELTER/FEED/WATER/CARE:

- a. The TOWN shall pay to HVHS the sum of FORTY AND 00/100 (\$40.00) DOLLARS for each night the dog has been in the care of HVHS (for a maximum of FIVE (5) nights from the date of seizure) for the shelter, feed, water and care of all seized, lost, strayed or homeless canines delivered by the TOWN'S employees and TOWN residents to HVHS for impoundment and disposition. The parties agree that a "same day reclaim" is charged as the ONE (1) night minimum. Charges to the TOWN will conclude once an owner claims their animal.
- b. The owner may redeem such dog:
 - i. by producing proof that such dog is, or has been, licensed in accordance with TOWN Code Section 9-6; and

- ii. upon payment of the impoundment fees as set forth in TOWN Code Section 9-5 in the amount of FORTY AND 00/100 (\$40.00) DOLLARS for each night or one-night minimum stay for a same day reclaim for the period the canine has been in the care of HVHS;
 - iii. A receipt for any fees paid directly to the TOWN Clerk, (i.e. for impoundment and/or licensing), shall be presented to HVHS prior to the release of the animal.
 - c. With written approval from the Animal Control Office or Town Clerk's Office, TOWN hereby agrees that HVHS may collect required Impound and Boarding Fees and release an animal to its owner under extenuating circumstances..
 - d. HVHS is authorized to collect Town Code licensing fees (if necessary) and impoundment fees from the dog owner at time of redemption.
 - e. All such monies collected by HVHS on behalf of the TOWN must be remitted to the TOWN Clerk by the FIFTEENTH (15TH) day of the month subsequent to the month the monies are collected or the documents are received with all other required documentation.
- 6. HVHS IMPOUNDMENT DUTIES DURING REDEMPTION PERIOD:
 - a. No later than TWENTY-FOUR (24) hours, or as soon as practicable, after a companion canine animal has been seized or taken possession of, by any TOWN dog control officer, animal control officer, or peace officer acting pursuant to his or her special duties, or police officer, and comes under the care, custody and control of HVHS, then HVHS must take steps to:
 - i. check such animal for all forms of identification, including, but not limited to, tags, microchips, tattoos or licenses; and

- ii. if practicable, and if the necessary technology and equipment are available, make available to the public on the internet on a website or social media maintained by HVHS, a photograph, and a general description of the animal to assist the owner or owners in finding the animal, including the breed or breeds, if known. It is agreed that information about the animal may be withheld, however, if deemed appropriate to facilitate finding the owner or otherwise protect the safety of the animal.
- b. As soon as practicable after the seizure or taking possession of such animal potentially identifiable by a form of identification, including a license, tag, tattoo or microchip, or records or reports that are readily available of animals reported to be lost, reasonable efforts must be made to identify and provide actual notice to the owner of the animal by any means reasonably calculated to provide actual notice to the owner.
- c. The owner may redeem such dog upon payment of the impoundment fees as set forth in Town Code Section 9-5 payable to the TOWN and/or HVHS, and by producing proof that such dog is or has been licensed, and properly identified.
 - i. A receipt for any fees paid directly to the TOWN Clerk shall be presented to HVHS prior to the release of the animal.
- d. At the end of the TOWN Code established impoundment period, any identified, unidentified dog, unlicensed, unredeemed, aged, diseased or otherwise unadoptable, seized, lost, strayed or homeless domestic canine animal (in the judgment of HVHS), unless otherwise specified by the Animal Control Officer, becomes the property of the HVHS;

- e. If the dog is not claimed at the end of the TOWN's impoundment period, the dog shall become the property of HVHS, and the TOWN will pay HVHS an additional one-time stipend of FIVE HUNDRED AND 00/100 (\$500.00) DOLLARS towards the future care of the dog.
- f. Following such transfer, the TOWN shall be released and held harmless from any cost, expense or other liability that may be incurred relating to such animal.
- g. Upon the expiration of the redemption period, any unredeemed, seized, lost, strayed or homeless domestic canine animal shall be deemed transferred to, and shall become the property of, HVHS, which, thereafter, may release such unredeemed dog for adoption, place such dog, or otherwise act with respect to such dog as permitted by law.
- h. Additional holding times: Additional holding times may be required if mandated by a Court of competent jurisdiction for any reason, including without limitation, pursuant to Article 26 of the Agriculture and Markets Law.

7. EMERGENCY VETERINARY CARE:

- a. If any dog that is under the care, custody and control of HVHS pursuant to this Agreement is determined by HVHS (after consultation with a licensed veterinarian and an authorized agent of the TOWN) to need "emergency" veterinary services, HVHS will arrange the necessary treatment of the dog by an appropriate veterinarian.
 - i. The TOWN will only be responsible for costs associated with the initial veterinarian examination and treatment if the owner cannot be identified.
 - ii. The TOWN, in its sole discretion, shall have the responsibility for determining the treatment of the animal after consultation with the

veterinarian; and TOWN agrees to be responsible for any agreed upon “emergency” expenses incurred not to exceed FIVE HUNDRED AND 00/100 (\$500.00) DOLLARS per dog, and only if the dog’s owner cannot be identified.

b. HVHS reserves the right to intervene and accept financial responsibility if, in their opinion, the deemed injury/ailment can be remedied.

8. PAYMENTS: The total TOWN payments provided for herein shall be paid to HVHS on a quarterly basis, *in arrears*, with the first payment due on March 31st for the quarter commencing January 1.

a. Payment shall be contingent upon HVHS’s submission, and the TOWN’s review and approval, of all required documentation to include the HVHS Animal Intake Forms, NYS Agriculture and Markets Law “DL-18” forms, and revenues received for that quarter. Provided, however, the TOWN, in its sole discretion, may earlier release to HVHS all, or a portion, of any quarterly payment, upon reasonable assurance that the required documents will be produced, in a timely fashion, and, upon HVHS’s compliance with all other terms of this Agreement.

b. Notwithstanding the aforesaid, the TOWN reserves the right to withhold quarterly payments to HVHS until such time as all documentation and revenues have been properly accounted for.

9. ANIMAL CONTROL OFFICER(S): The TOWN will employ such Animal Control Officer(s) as, in its sole discretion, it deems necessary for the proper implementation of the letter and spirit of its obligations under Article 7 of the Agriculture and Markets Law, but the TOWN

shall not be obligated to budget or spend any funds beyond those actually appropriated for the purpose of implementation Article 7.

10. ACCESS:

- a. The shelter shall be available to accept care, custody and control of domestic canines from the TOWN Animal Control Officer(s), TOWN Highway Department workers, TOWN Police Department Officers, and any other duly authorized agents of the TOWN at all times and during all hours of operation;
- b. TOWN agrees to provide a list of “other authorized agents” to HVHS on a monthly basis.
- c. HVHS agrees to provide a list of employee emergency contact numbers for the facility to the TOWN Animal Control Officer(s), TOWN Police Department, and other authorized agents as designated by the TOWN.
- d. The shelter shall be available for adoptions and surrenders to ORANGETOWN Residents, (with valid proof of residency), by appointment; However, during the COVID-19 pandemic, the residents access will be as dictated by HVHS necessary procedures and appointment requirements.

11. COMPLETION OF FORM DL18: The Animal Control Officer, members of the Police Department, authorized agents of the TOWN, and Town Residents, shall be required to complete a New York State Department of Agriculture and Markets, Division of Animal Industry Form “DL 18” entitled “Dog Seizure and Disposition Report”.

12. PLACEMENT OF ANIMALS AT THE SHELTER: During the term of this Agreement, HVHS agrees to use its best efforts to ensure that seized, lost, strayed or homeless domestic companion canines are placed in a run at the Shelter, and that cages appropriate to the size of the

animal shall only be utilized as a last resort, and in that event, not for more than TWENTY-FOUR (24) hours.

13. POLICIES AND PROCEDURES: During the term of this Agreement, HVHS agrees to abide by the policies and procedures set forth in the Dog Officer and Shelter Manual (hereinafter identified as the “Manual”) promulgated by the NYS Department of Agriculture & Markets, Division of Animal Industry, last revised March 2014. For example:

- a. HVHS shall maintain, at all times, adequate supplies for the performance of its obligations under this contract, including without limitation, the lawful duties under the “Manual”.
- b. A unique “Dog Control Record Number” shall be used for each dog entered on a report; this number shall be assigned by HVHS.
- c. HVHS shall maintain a copy of this Agreement available for viewing by duly authorized agents of the Department of Agriculture and Markets (DOAM).
- d. HVHS shall file and maintain a complete record of any seizure and subsequent disposition of any dog in the manner proscribed by the Commissioner of the New York State Department of Agriculture and Markets.

14. BUDGET AND ANTICIPATED EXPENSES: On or before September 1st in each year, HVHS shall submit, to the TOWN Supervisor:

- a. A copy of the latest Financial Audit Statement;
- b. A copy of the latest Form 990 filed with the Internal Revenue Service;
- c. A breakdown of cost per animal impounded pursuant to this Agreement, including, but not limited to: emergency, medical, veterinary, spay and neuter services; as well as

information concerning the number of animals seized, redeemed, adopted, surrendered and/or transferred; the number of animals euthanized, etc.; and

- d. Written proof of its 501(c)(3) status as a not-for-profit corporation.

15. RECEIPTS, CASH DEPOSITS AND DISBURSEMENTS AND CONTROLS: HVHS shall install and maintain an adequate automated system of internal controls covering income and expenses, and payments received, to ensure that all of the TOWN's fees are paid to them as set forth herein and in a timely fashion.

16. DANGEROUS DOG: There may be times when directed by court order where HVHS may be required to board a dog classified as a "dangerous dog" (as defined in Section 108, paragraph 24(a) of the Agriculture and Markets law). Under such circumstances, the dog shall be harbored in a manner to:

- a. Prevent escape of the dog;
- b. Protect the public from unauthorized contact with the dog;
- c. Protect the dog from the elements pursuant to Section 353(b) of the Agriculture and Markets Law. Such confinement shall not include lengthy periods of tying or chaining;
- d. The restraint of the dog on a leash by an adult at least TWENTY-ONE (21) years of age whenever the dog is not confined;
- e. The dog is to be exercised only by trained staff personnel, Board members or HLE agents and *NOT* volunteers;
- f. When necessary, in the judgment of HVHS, muzzling the dog in a manner that will prevent it from biting any person or animal but that shall not injure the dog or interfere with his vision or respiration but in any event, only if possible to do so without injuring the person attempting to muzzle the dog,

- g. Continue to maintain a liability policy in force and effect to indemnify both the TOWN, the Shelter and HVHS for personal injury or death resulting from an attack by such dangerous dog; and
- h. Comply with all orders of a court competent jurisdiction relative to said animal.

17. INSURANCE: HVHS shall be required to procure and maintain at their own expense the following coverage:

- a. General Liability Insurance: A policy or policies of comprehensive General Liability Insurance with limits of not less than TWO MILLION (\$2,000,000.00) DOLLARS, per occurrence and TWO MILLION (\$2,000,000.00) DOLLARS aggregate.
- b. Professional Malpractice Insurance: A policy or policies of professional liability insurance with limits of not less than ONE MILLION (\$1,000,000.00) DOLLARS.
- c. Each policy of insurance required shall be in the form and content satisfactory to the TOWN Attorney's Office and shall provide that:
 - i. The TOWN OF ORANGETOWN is named additional insured on a primary and non-contributing basis;
 - ii. The insurance policies shall not be changed or cancelled until the expiration of THIRTY (30) DAYS after written notice to the TOWN; and
 - iii. The insurance policies shall be automatically renewed upon expiration and continued in force unless the TOWN is given SIXTY (60) DAYS written notice to the contrary.
 - iv. Such Insurance Policies shall be placed with a carrier that is rated at least A(-) under AM Best for Liability Insurance.

- v. No work shall be commenced under the contract unless and until proof of insurance required by this contract is submitted to TOWN.
- vi. Upon failure to furnish, deliver and maintain such insurance as described above, this Contract may, at the election of the TOWN, be declared suspended, discontinued or terminated. Failure to procure and maintain any required insurance shall not relieve HVHS from any liability under this contract, nor shall the insurance requirements be constructed to conflict with the obligations of HVHS concerning indemnification.

18. WORKERS COMPENSATION INSURANCE: HVHS will comply with the New York State Workers' Compensation Insurance requirements and provide the TOWN with a duly executed Form U-26.3 (NYSIF) (Certificate of Workers' Compensation Insurance) to establish compliance.

19. INDEMNIFICATION / HOLD HARMLESS: HVHS agrees to protect, defend, indemnify and hold the TOWN and its officers, employees, and agents and save it harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of the performance of HVHS pursuant to its' obligations under this agreement and/or the performance thereof. Without limiting the generality of the foregoing, any and all claims, etc., relating to personal injury, death, damage to property, or any other violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any Court, shall be included in the indemnity hereunder with the exception

of claims, if any, caused by the sole negligence of the TOWN, its' authorized agents and employees.

20. MODIFICATION, AMENDMENT OR TERMINATION: This agreement may only be modified amended or terminated by an instrument in writing, duly executed and acknowledged by the authorized representative of each party, after approval by the governing body of each party.

21. NON-WAIVER: The failure of the TOWN or HVHS to exercise any right, power or option arising under this Agreement, or to insist upon strict compliance with the terms of this Agreement, and shall not constitute a waiver of the terms and conditions of this agreement with respect to any other or subsequent breach thereof, nor a waiver by TOWN or HVHS of their rights at any time thereafter to require the exact and strict compliance with all the terms hereof.

22. NOTIFICATION: All notices or demands provided for in this Agreement shall be deemed to have been given, made or sent when made in writing and deposited in United States mail by Certified Mail, Return Receipt Requested with postage paid thereon and addressed as follows:

a. Hudson Valley Humane Society
Attn: AnnMarie Gaudio, President
200 Quaker Road
Pomona, New York 10970

b. Town of Orangetown
Attn: Town Supervisor
26 Orangeburg Road
Orangeburg, New York 10962

23. SEVERABILITY: If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid, operative and lawful, pursuant to the laws of the State of New York, or if it cannot be so modified, then severed and the remainder of the Agreement shall continue in full force and effect

as if the Agreement had been signed or filed with the designated filing agent with the invalid portion so modified or eliminated.

24. PARAGRAPH HEADINGS: The paragraph headings used herein are for convenience only.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of January, 2023.

HUDSON VALLEY HUMANE SOCIETY
FOR THE PREVENTION OF CRUELTY
TO ANIMALS

By: _____
AnnMarie Gaudio, President

Seal:

TOWN OF ORANGETOWN

By: _____
Teresa M. Kenny, Supervisor

Seal:

**PLANNING BOARD
TOWN OF ORANGETOWN**

TO: Rick Pakola
Deputy Town Attorney

FROM: Cheryl Coopersmith
Planning Board

DATE: November 22, 2022

RE: Maloney Performance Bond
Recommendation to the Town Board to Release the Performance
Bond subject to the Town of Orangetown Highway Department
Condition

Please take the appropriate steps to place this item on the Town
Board Agenda.

Thank you.

Attachment

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

October 17, 2022

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

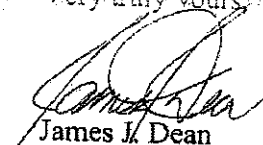
**RE: Release \$2,600.00 of Remaining Bond Amount to Applicant
Maloney Subdivision Plan.**

Dear Planning Board:

The Highway Department approves release to the applicant of \$2,600.00, of the cash bond, on the matter of the Maloney Subdivision Plan. It is agreed between the applicant and the Highway Department that the \$1,000.00 remaining on the cash bond will be transferred from escrow to the Highway Department fund to cover expenses related to the regrading the drainage overflow swale at the site.

Should you have any questions or need additional information, please feel free to contact me in the Orangetown Highway Department Administrative Office at 845-359-6500. You may also reach me via email at highwaydept@orangetown.com.

Very truly yours,


James J. Dean
Superintendent of Highways



PB #22-52: Maloney Minor Subdivision – Recommendation to the Town Board to Release the Performance Bond

**Town of Orangetown Planning Board Recommendation
October 26, 2022
Page 1 of 3**

**TO: Michael Maloney, 60 Fisher Avenue, Pearl River, New York
FROM: Town of Orangetown Planning Board**

RE: Maloney Minor Subdivision – Release of Performance Bond:
The application of Michael Maloney, owner, for a Recommendation to the Town Board for Release of the Performance Bond at a site to be known as “**Maloney Minor Subdivision Plan– Release of Performance Bond**” in accordance with Article 16 of the Town Law of the State of New York, the Land Development Regulations of the Town of Orangetown, Chapter 21 of the Code of the Town of Orangetown. The site is located at 60 Fisher Avenue, Pearl River, Town of Orangetown, Rockland County, New York, and as shown on the Orangetown Tax Map as Section 68.11, Block 2, Lot 70 in the R-15 zoning district.

Heard by the Planning Board of the Town of Orangetown at meetings held **Wednesday, October 12 and October 26, 2022**, at which time the Board made the following determinations:

October 12, 2022

Dorothy and Michael Maloney appeared and testified.

The Board received the following communications:

1. Project Review Committee Report dated September 28, 2022.
2. An interdepartmental memorandum from the Office of Building, Zoning, Planning Administration and Enforcement, signed by Jane Slavin, RA, Director, dated October 6, 2022.
3. An Interdepartmental memorandum from the Department of Environmental Management and Engineering (DEME), Town of Orangetown signed by Eamon Reilly, P.E., Commissioner, dated September 7, 2022 and from the Highway Department, signed by James Dean, Superintendent of Highways, dated September 9, 2022.
4. An Interdepartmental memorandum from the Highway Department, Town of Orangetown, signed by James Dean, Superintendent of Highways, dated October 7, 2022.
5. A copy of PB #20-08, Recommendation to the Town Board to Establish the Term and Value of the Performance Bond, dated January 29, 2020 and PB#21-26, Recommendation to the Town Board for Partial Release of the Performance Bond, dated April 28, 2021.

The Hearing was open to the public.

TOWN CLERK'S OFFICE

2022 NOV 21 P 12:14

TOWN OF ORANGETOWN

PB #22-52: Maloney Minor Subdivision – Recommendation to the Town Board to Release the Performance Bond

**Town of Orangetown Planning Board Recommendation
October 26, 2022
Page 2 of 3**

The applicant requested a **CONTINUATION**.

October 26, 2022

Michael Maloney appeared and testified.

The Board received the following communications:

1. Project Review Committee Report dated October 12, 2022.
2. An Interdepartmental memorandum from the Highway Department, Town of Orangetown, signed by James Dean, Superintendent of Highways, dated October 17, 2022.

Reaffirm SEQRA

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

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

- Will not significantly affect existing air quality or noise levels;
- Will not significantly affect existing surface water quality or quantity or drainage;
- Will not significantly affect existing ground water quality or quantity;
- Will not significantly affect existing traffic levels;
- Will not create a substantial increase in solid waste production;
- Will not create a potential for erosion, flooding, leaching or drainage problems;
- Will not have a significant adverse impact on the environmental characteristics of our critical environmental area or environmentally sensitive sites or features;

TOWN CLERK'S OFFICE

2022 NOV 21 P 12:14

TOWN OF ORANGETOWN

PB #22-52: Maloney Minor Subdivision – Recommendation to the Town Board to Release the Performance Bond

**Town of Orangetown Planning Board Recommendation
October 26, 2022**

Page 3 of 3

- Will not have an impairment of the character or quality of important historical, archeological or architectural resources;
- Will not have an impairment of the character or quality of important aesthetic resources;
- Will not have an impairment of existing community or neighborhood character;
- Will not remove or destroy large quantities of vegetation or fauna;
- Will not remove or destroy large quantities of wildlife species or migratory fish;
- Will not have a significant adverse impact to natural resources;
- Is consistent with the Town of Orangetown's Comprehensive/Master Plan;
- Will not have adverse economic or social impacts upon the Town;
- Will not create a hazard to human health; and
- Will not create a substantial change in the use of land, open space or recreational resources.

On motion Michael Mandel, Vice Chairman and seconded by Andrew Andrews and carried as follows: Thomas Warren – Chairman, aye; Denise Lenihan, aye; Michael Mandel, aye; Kevin Farry, aye; Michael McCrory, aye; Lisa DeFeciani, aye and Andrew Andrews, aye, the Board reaffirmed the Negative Declaration pursuant to SEQRA.

RECOMMENDATION: In view of the foregoing, the Planning Board **Recommended to the Town of Orangetown Town Board to Release the Performance Bond**, as outlined in the Interdepartmental memorandum from the Department of Environmental Management and Engineering (DEME), Town of Orangetown signed by Eamon Reilly, P.E., Commissioner, dated September 7 and 9, 2022 and from the Highway Department, signed by James Dean, Superintendent of Highways, dated October 17, 2022 and an Interdepartmental memorandum from the Highway Department, Town of Orangetown, signed by James Dean, Superintendent of Highways, dated October 17, 2022, subject to the following condition:

1. The Town of Orangetown Highway Department approves release to the applicant of \$2,600.00 of the cash bond, on the matter of the Maloney Subdivision Plan. It is agreed between the applicant and the Highway Department that the \$1,000.00 remaining on the cash bond will be transferred from escrow to the Highway Department fund to cover expenses related to the regrading the drainage overflow swale at the site.

The foregoing Resolution was made and moved by Michael Mandel, Vice-Chairman and seconded by Andrew Andrews and carried as follows: Thomas Warren – Chairman, aye; Denise Lenihan, aye; Michael Mandel, Vice Chairman, aye; Kevin Farry, aye; Lisa DeFeciani, (alternate member) aye; Michael McCrory, aye; and Andrew Andrews, aye.

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

Dated: October 26, 2022
Cheryl Coopersmith
Town of Orangetown Planning Board

Cheryl Coopersmith
TOWN CLERK'S OFFICE
NOV 21 12:14 PM 2022

TOWN OF ORANGETOWN

Backup Papers

Project Review Committee Report –October 12, 2022 Planning Board Meeting of October 26, 2022

Maloney Subdivision Plan

PB #22-52

Recommendation to the Town Board to Release the Performance Bond
60 Fischer Avenue, Pearl River; 68.11/2/70; R-15 zoning district

1. The PRC has no additional comments beyond the comments submitted by other agencies for this project.

SQ Properties Site Plan

PB#22-56

Request for a 90 Day Extension to File the Plan
8 Olympic Drive, Orangeburg
Section 73.15, Block 1, Lot 16; LIO zoning district

80 Old Mountain Road South Site Plan

PB#19-77

Critical Environmental Area
Prepreliminary/ Preliminary/ Final Site Plan and SEQRA Review
80 Old Mountain Road South, Upper Grandview
Section 71.05, Block 1, Lot 30; R-22 zoning district

1. The PRC has no additional comments beyond the comments submitted by other agencies for this project.

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

October 17, 2022

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

**RE: Release \$2,600.00 of Remaining Bond Amount to Applicant
Maloney Subdivision Plan.**

Dear Planning Board:

The Highway Department approves release to the applicant of \$2,600.00, of the cash bond, on the matter of the Maloney Subdivision Plan. It is agreed between the applicant and the Highway Department that the \$1,000.00 remaining on the cash bond will be transferred from escrow to the Highway Department fund to cover expenses related to the regrading the drainage overflow swale at the site.

Should you have any questions or need additional information, please feel free to contact me in the Orangetown Highway Department Administrative Office at 845-359-6500. You may also reach me via email at highwaydept@orangetown.com.

Very truly yours,

James J. Dean
Superintendent of Highways



Postponed

*Princ Hwy
Partial Release*

**Project Review Committee Report –September 28, 2022
Planning Board Meeting of October 12, 2022**

Maloney Subdivision Plan

PB #22-52

Recommendation to the Town Board to Release the Performance Bond
60 Fischer Avenue, Pearl River; 68.11/2/70; R-15 zoning district

1. The PRC has no additional comments beyond the comments submitted by other agencies for this project.

Brosna Site Plan

PB #22-53

Final Site Plan

624 Route 303, Blauvelt; 65.14/1/7; LIO zoning district

1. The PRC has no additional comments beyond the comments submitted by other agencies for this project.

1021 Route 9W Site Plan

PB#22-54

Critical Environmental Area

Prepreliminary/ Preliminary Site Plan and SEQRA Review

1021 Route 9W, Upper Grandview; 71.09/1/19; R-22 zoning district

1. The PRC has no additional comments beyond the comments submitted by other agencies for this project.

Tappan Fire District Site Plan

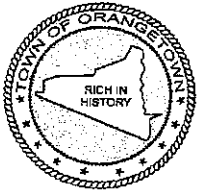
PB#22-55

Western Highway site

Prepreliminary/ Preliminary Site Plan and SEQRA Review

300 Western Highway, Tappan; 74.18/2/35; R-15 zoning district

1. The PRC has no additional comments beyond the comments submitted by other agencies for this project.



OFFICE OF BUILDING, ZONING, PLANNING
ADMINISTRATION AND ENFORCEMENT
TOWN OF ORANGETOWN
20 GREENBUSH ROAD
ORANGETOWN, N.Y. 10962

Jane Slavin, RA
Director

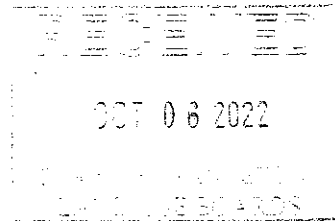
(845) 359-8410

Fax: (845) 359-8526

Date: October 6, 2022

To: Planning Board

From: Jane Slavin, RA.,
Director O.B.Z.P.A.E.



Subject: **Maloney Subdivision Plan**
Recommendation to the Town Board
to Release the Performance Bond
60 Fischer Avenue, Pearl River
68.11/2/70; R-15 zoning district

PB #22-52

- 1) OBZPAE has no objection to the request for the release of the bond.

10-6-22

Oct. 12, 2022
Mtg



Department of Environmental Management and Engineering Town of Orangetown

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

September 7, 2022

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

Re: Maloney Subdivision Plan	Tracking #	-20-01-68.11:2:70
	Total Bond Amount	\$131,766.00
Amount of <u>Remaining</u> Bond Authorized to be Released		<u>\$3,600.00</u>

Gentlemen:

Please be advised that the majority of the requirements of our respective Departments have been completed/ satisfied. The only outstanding item is the Final As-Builts" which cannot be supplied at this time. We therefore recommend a **Partial** the release of the Performance Bond for the above referenced project.

Department

Signature

Date

Engineering Department

09-07-2022

Eamon Reilly, P.E.
Commissioner

Highway Department

9/9/2022

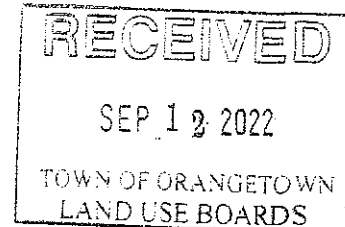
James J. Dean,
Superintendent - Deputy

Sewer Department

09-07-2022

Eamon Reilly, P.E.
Commissioner

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



* Copies of completed form to be sent to all signees?

** Year and month are from Planning Board decision establishing Performance Bond, tax lot # is of site prior to subdivision of lot.

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

October 7, 2022

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

**RE: Rescinding Highway Department Approval To Authorize Release of
Remaining Bond Amount For Maloney Subdivision Plan**

Dear Planning Board:

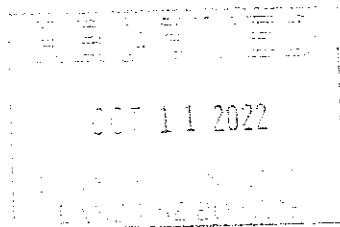
Please be advised the Orangetown Highway Department has recently become aware that the current condition of the drainage overflow swale at the Maloney Subdivision is unmanageable and creates a hazardous maintenance condition.

Therefore, I am rescinding the Highway Department's approval to authorize the release of the remaining bond amount for the Maloney Subdivision Plan dated September 9, 2022.

Should you have any questions or need additional information, please feel free to contact me in the Orangetown Highway Department Administrative Office at 845-359-6500. You may also reach me via email at highwaydept@orangetown.com.

Very truly yours,

James J. Dean
Superintendent of Highways



PB #21-26: Maloney Minor Subdivision – Recommendation to the Town Board to Release Partial Performance Bond

Town of Orangetown Planning Board Recommendation

April 28, 2021

Page 1 of 2

TO: Michael Maloney, 80 Fisher Avenue, Pearl River, New York
FROM: Town of Orangetown Planning Board

RE: Maloney Minor Subdivision – Release of Partial Performance Bond: The application of Michael Maloney, owner, for a Recommendation to the Town Board for Partial Release of the Performance Bond at a site to be known as “**Maloney Minor Subdivision Plan– Release of Partial Performance Bond**” in accordance with Article 16 of the Town Law of the State of New York, the Land Development Regulations of the Town of Orangetown, Chapter 21 of the Code of the Town of Orangetown. The site is located at 80 Fisher Avenue, Pearl River, Town of Orangetown, Rockland County, New York, and as shown on the Orangetown Tax Map as Section 68.11, Block 2, Lot 70 in the R-15 zoning district.

Heard by the Planning Board of the Town of Orangetown at a virtual meeting held **Wednesday, April 28, 2021**, at which time the Board made the following determinations:

Michael Maloney appeared and testified.

The Board received the following communications:

1. An Interdepartmental memorandum from the Department of Environmental Management and Engineering (DEME), Town of Orangetown signed by Eamon Reilly, P.E., Commissioner, dated April 2, 2021 and from the Highway Department, signed by James Dean, Superintendent of Highways, dated April 6, 2021.
2. An Interdepartmental memorandum from the Department of Environmental Management and Engineering (DEME), Town of Orangetown, signed by Bruce Peters, P.E., dated January 14, 2020.
3. A copy of PB #20-08, Recommendation to the Town Board to Establish the Term and Value of the Performance Bond, dated January 29, 2020.

The Hearing was open to the public.

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

TOWN CLERK'S OFFICE
2021 MAY 13 P 1:04
TOWN OF ORANGETOWN

PB #21-26: Maloney Minor Subdivision – Recommendation to the Town Board to Release Partial Performance Bond

**Town of Orangetown Planning Board Recommendation
April 28, 2021
Page 2 of 2**

RECOMMENDATION: In view of the foregoing, the Planning Board **Recommended to the Town of Orangetown Town Board to Release Partial Performance Bond**, as outlined in the Interdepartmental memorandum from the Department of Environmental Management and Engineering (DEME), Town of Orangetown signed by Eamon Reilly, P.E., Commissioner, dated April 2, 2021 and from the Highway Department, signed by James Dean, Superintendent of Highways, dated April 6, 2021. As stated in the memorandum; "Actual amount of Bond authorized to be released \$128,166.00." The Town of Orangetown will be retaining the amount of \$3,600.00 for Final As-Builts drawings.

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

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

Dated: April 28, 2021
Cheryl Coopersmith
Town of Orangetown Planning Board



TOWN OF ORANGETOWN
2021 MAY 13 P 1:04
TOWN CLERK'S OFFICE

**Town of Orangetown Virtual Planning Board Agenda
Meeting of Wednesday, April 28, 2021**

**Maloney Minor Subdivision
Release of Partial Performance Bond**
60 Fisher Avenue, Pearl River
68.11/2/70; R-15 zoning district

PB #21-26

SMK Greene Subdivision
Consideration of Chapter 21
Land Development Regulations
Article IV. Requirements and
Standards for Subdivision Design § 21-20 Recreation Sites;
E [money in lieu of land]
318 Western Highway, Tappan
74.18/2/34; R-15 zoning district

PB #21-27

**Onyx Management/ Amazon Delivery Center Plans
Amendment to Filed Site Plan**
877 Western Highway & 200
& 400 Oritani Drive, Blauvelt
65.18/1/1 & 22 and
70.06/1/1.12; LO zoning district

PB #21-24

524 Route 303 Building Addition Site Plan
Prepreliminary/Preliminary/
Final Site Plan Review and SEQRA
524 Route 303, Orangeburg
70.19/1/44, LO zoning district

PB #21-25

Revised: April 22, 2021

Revised: April 21, 2021

Dated: April 16, 2021



PB #21-26 Maloney Subdivision 4-28-21
 Request for Partial Release of Performance Bond
 Department of Environmental Management and Engineering
 Town of Orangetown

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

April 2, 2021

RECEIVED

APR 9 2021

TOWN OF ORANGETOWN
 BUILDING DEPARTMENT
 -20-01-68.11:2:70
 Total Bond Amount \$131,766.00
\$128,166.00

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

Re: **Maloney Subdivision Plan**
Partial Performance Bond Release
 Actual amount of Bond Authorized to be Released

Tracking #
 Total Bond Amount \$131,766.00
\$128,166.00

Gentlemen:

Please be advised that the majority of the requirements of our respective Departments have been completed/ satisfied. The only outstanding item is the Final As-Builts" which cannot be supplied at this time. We therefore recommend a **Partial** the release of the Performance Bond for the above referenced project.

Department

Signature

Date

Engineering Department

Eamon Reilly, P.E.
 Commissioner

04-02-2021

Highway Department

James J. Dean,
 Superintendent

4.6.21

Sewer Department

Eamon Reilly, P.E.
 Commissioner

04-02-2021

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

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



**VICINITY MAP SCALE 1\"/>

APPROVED FROM PLANNING BOARD
 Date: June 30, 2020
 Mr. Clayton Loggansmith**

APPROVED FROM PLANNING BOARD
 Date: June 30, 2020
 Mr. Clayton Loggansmith

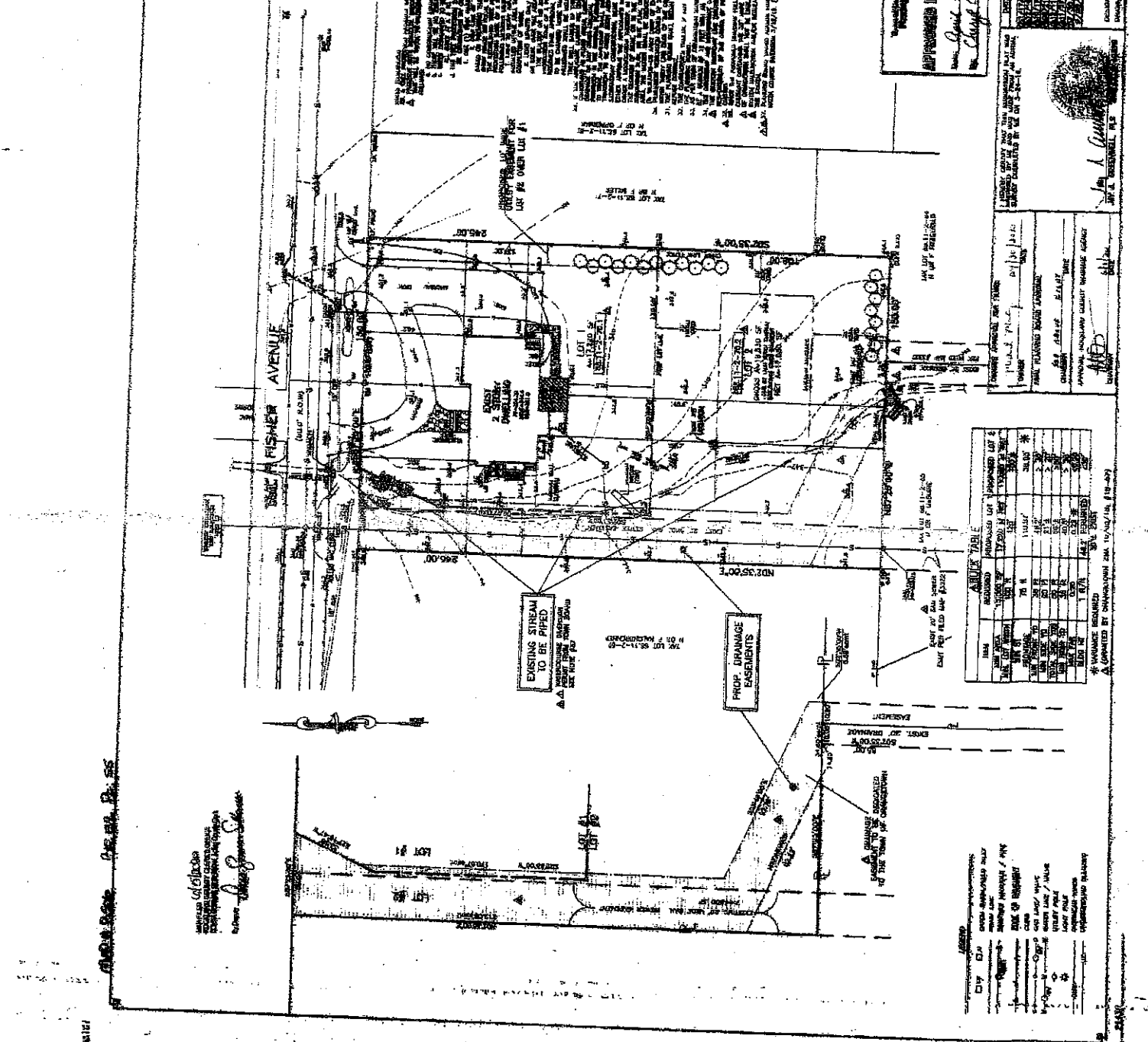
SUBDIVISION OF PROPERTIES FOUR
MALONEY
 PARISH POWER, TOWN OF GRANBURY
 ROCKLAND COUNTY, NEW YORK
JAY A. O'CONNELL, PLS, LLC
 100 ROUTE 92
 WEST WINDSOR, NEW YORK 12586

APPROVED FROM PLANNING BOARD
 Date: June 30, 2020
 Mr. Clayton Loggansmith

APPROVED FROM PLANNING BOARD
 Date: June 30, 2020
 Mr. Clayton Loggansmith

ADJUST TABLE

NO.	ADJUSTED	PROPOSED LOT AREA	PROPOSED LOT %	PROPOSED LOT #	PROPOSED LOT #
1	10,000	10,000	100%	1	1
2	10,000	10,000	100%	2	2
3	10,000	10,000	100%	3	3
4	10,000	10,000	100%	4	4
5	10,000	10,000	100%	5	5
6	10,000	10,000	100%	6	6
7	10,000	10,000	100%	7	7
8	10,000	10,000	100%	8	8
9	10,000	10,000	100%	9	9
10	10,000	10,000	100%	10	10



APPROVED FROM PLANNING BOARD
 Date: June 30, 2020
 Mr. Clayton Loggansmith

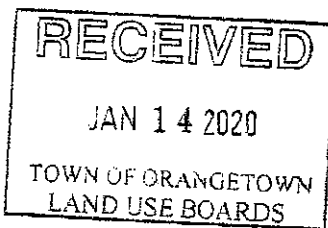
APPROVED FROM PLANNING BOARD
 Date: June 30, 2020
 Mr. Clayton Loggansmith

APPROVED FROM PLANNING BOARD
 Date: June 30, 2020
 Mr. Clayton Loggansmith

APPROVED FROM PLANNING BOARD
 Date: June 30, 2020
 Mr. Clayton Loggansmith



Department of Environmental Management and Engineering
Town of Orangetown



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

January 14, 2020

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

Re: Performance Bond
Maloney Subdivision Plan

(YY-MM-Section:Block:Lot)
Tracking # 20-01-68,11+2+70

Gentlemen:

The Department's bonding requirements for the above captioned project are as follows:

<u>ITEM</u>	<u>COST</u>
Iron pins	\$ 900.00
As-Built drawings	3,600.00
Storm Drainage	82,405.00
Soil Erosion and Sediment Control	22,900.00

Sub-Total \$ 109,805.00

Administrative Close-out (20% of Sub Total) \$ 21,961.00

Total Bond = \$ 131,766.00

Inspection Fee:
(3% of Sub Total of original bond amount) \$ 3,294.15
to be submitted to this Department prior to onset of construction.

Further, all bonds are to conform to current town regulations.

Sincerely,

cc: Bldg. Dept.
Town Attorney
Town Clerk
Subdivision file

**PB #20-08: Maloney Subdivision Plan
Recommendation to the Town Board
To Establish the Term and Value of the Performance Bond**

Tracking # 20-01-68.11-2-70

**Town of Orangetown Planning Board Decision
January 29, 2020
Page 1 of 2**

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

RE: Maloney Minor Subdivision: The application of Michael Maloney, owner, for a Recommendation to the Town Board to Establish the Value and Term of the Performance Bond at a site to be known as "Maloney Minor Subdivision Plan" in accordance with Article 16 of the Town Law of the State of New York, the Land Development Regulations of the Town of Orangetown, Chapter 21 of the Code of the Town of Orangetown. The site is located at 80 Fisher Avenue, Pearl River, Town of Orangetown, Rockland County, New York, and as shown on the Orangetown Tax Map as Section 68.11, Block 2, Lot 70 in the R-15 zoning district.

Heard by the Planning Board of the Town of Orangetown at a meeting held **Wednesday, January 29, 2020**, the Board made the following determinations:

The Board received the following communications:

1. Project Review Committee Report dated January 22, 2020.
2. Interdepartmental memorandum from the Office of Building, Zoning, Planning Administration and Enforcement, Town of Orangetown, signed by Jane Slavin, R.A., A.I.A., Director, dated January 24, 2020.
3. Interdepartmental memorandum from the Department of Environmental Management and Engineering (DEME), Town of Orangetown, signed by Bruce Peters, P.E., dated January 14, 2020.

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

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

TOWN OF ORANGETOWN
2020 FEB 27 P 2 26
TOWN CLERK'S OFFICE

**PB #20-08: Maloney Subdivision Plan
Recommendation to the Town Board
To Establish the Term and Value of the Performance Bond**

Tracking # 20-01-68, 11-2-70

**Town of Orangetown Planning Board Decision
January 29, 2020
Page 2 of 2**

RECOMMENDATION: In view of the foregoing, the Planning Board recommended to the Orangetown Town Board the value and term of the Performance Bond in accordance with the Interdepartmental memorandum from the Department of Environmental Management and Engineering (DEME), Town of Orangetown, signed by Bruce Peters, P.E., dated January 14, 2020.

The term of the Performance Bond shall not exceed two (2) years as set forth in Section 21A-10 of the Town of Orangetown Town Code, which shall be on or before January 29, 2022 and Subject to the Following Conditions:

<u>ITEM</u>	<u>COST</u>
Iron Pins	\$ 900.00
As-Built Drawings	3,500.00
Storm Drainage	82,405.00
Soil Erosion & Sediment Control	22,920.00
<u>Sub-Total</u>	<u>\$ 109,805.00</u>
Administrative Close-out (20% of Sub-Total)	\$ 21,961.00
<u>Total Bond</u>	<u>\$ 131,766.00</u>

Inspection Fee:

(3% of Sub Total of original bond amount) \$ 3,294.48

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

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

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

**DATED: January 29, 2020
Cheryl Coopersmith
Chief Clerk Boards and Commissions**

Cheryl Coopersmith

TOWN OF ORANGETOWN
2020 FEB 27 P 2 26
TOWN CLERK'S OFFICE

Katlyn Bettmann

From: Jane Slavin
Sent: Wednesday, October 12, 2022 4:07 PM
To: Dorothy Maloney; Cheryl Coopersmith
Cc: Katlyn Bettmann
Subject: RE: Postpone Performance Bond

Ms. Maloney,

Cheryl just advised me that you now want to appear at the meeting tonight. While you absolutely can appear, the Planning Board will not move this forward as the Superintendent of Highways has not approved it. The Planning Board will not make a recommendation to release a bond without approval from Highway.

Sincerely,

Jane Slavin, RA.
Director
Office of Building, Zoning, Planning, Administration and Enforcement Town of Orangetown
20 Greenbush Road
Orangeburg, NY 10962
(845)359-8410 x4302
(845)359-8526 fax
<https://www.orangetown.com/groups/department/building/>

LINK TO ZONING CODE
<https://ecode360.com/26866922>

LINK TO ZONING MAP
<https://ecode360.com/attachment/OR0091/OR0091-Zoning%20Map.pdf>

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

From: Dorothy Maloney <maloney3@optonline.net>
Sent: Wednesday, October 12, 2022 3:33 PM
To: Cheryl Coopersmith <CCoopersmith@orangetown.com>
Cc: Jane Slavin <jslavin@orangetown.com>
Subject: Postpone Performance Bond

Good afternoon Cheryl-
Can you please postpone our performance bond release scheduled for tonight's (October 12,2022) planning board meeting to the next scheduled planning board meeting.
If you could please email me the new date at your convenience.
Best-
Dorothy Maloney

Sent from my iPhone

Katlyn Bettmann

From: Cheryl Coopersmith
Sent: Wednesday, October 12, 2022 4:00 PM
To: Katlyn Bettmann
Subject: Fwd: Postpone Performance Bond

Oh no!! Keep it on.

Begin forwarded message:

From: Dorothy Maloney <maloney3@optonline.net>
Date: October 12, 2022 at 3:51:13 PM EDT
To: Cheryl Coopersmith <CCoopersmith@orangetown.com>
Subject: Re: Postpone Performance Bond

December 14th is not acceptable .We will be at the meeting tonight.
Thank you.

Sent from my iPhone

On Oct 12, 2022, at 3:35 PM, Cheryl Coopersmith <CCoopersmith@orangetown.com> wrote:

December 14

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

From: Dorothy Maloney <maloney3@optonline.net>

Sent: Wednesday, October 12, 2022 3:33 PM

To: Cheryl Coopersmith <CCoopersmith@orangetown.com>

Cc: Jane Slavin <jslavin@orangetown.com>

Subject: Postpone Performance Bond

Good afternoon Cheryl-

Can you please postpone our performance bond release scheduled for tonight's (October 12,2022) planning board meeting to the next scheduled planning board meeting.

If you could please email me the new date at your convenience.

Best-

Dorothy Maloney

Sent from my iPhone

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Please complete this proposal and FAX your proposal to the Orangetown Highway Department by December 6, 2022. Include all eight (8) pages with your submittal and FAX to (845) 359-6062. If you have any questions or need further information, please call Anthony Limandri one at (845) 359-6500.

<u>ITEM</u>	<u>PRICE PER INCH/FOOT</u>
Various Locations within Town of Orangetown Locations to be determined by Town during project period.	\$ <u>67.00</u>

<u>Shawn McCoy, CFO</u>	<u>11/23/2022</u>
NAME & TITLE	DATE

<u>Precision Safe Sidewalks, LLC.</u>
COMPANY NAME
<u>2200 Wilson Blvd Ste 102 #251, Arlington VA 22201</u>
ADDRESS

<u>800-734-8891 x326</u>
CONTACT TELEPHONE NUMBER

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

INTEROFFICE MEMO

DATE: December 7, 2022

TO: Town Board

CC: Teresa M. Kenny, Supervisor
Rosanna Sfraga, Town Clerk
Joseph Thomassen, Deputy Town Clerk
Theresa Accetta-Pugh, Principal Registry Clerk
Robert V. Magrino, Town Attorney

FROM: James J. Dean, Superintendent of Highways 

RE: Award Proposal for Sidewalk Sawcutting

Please place the following item on the December 13, 2022, Town Board Agenda:

RESOLVED, that upon the recommendation from the Superintendent of Highways, to approve the RFP for Sidewalk Sawcutting to Precision Safe Sidewalks, Arlington, VA, the only qualified bidder to meet Town Specifications, at a cost of \$67.00 per inch/foot, not to exceed \$40,000. Work completed under this contract will be charged to Account #A.5410.457 and paid for out of the 2022 operating budget.



Dederer St & Washington Street
(STOP SIGN & TRAFFIC LINES)
Google Maps Review

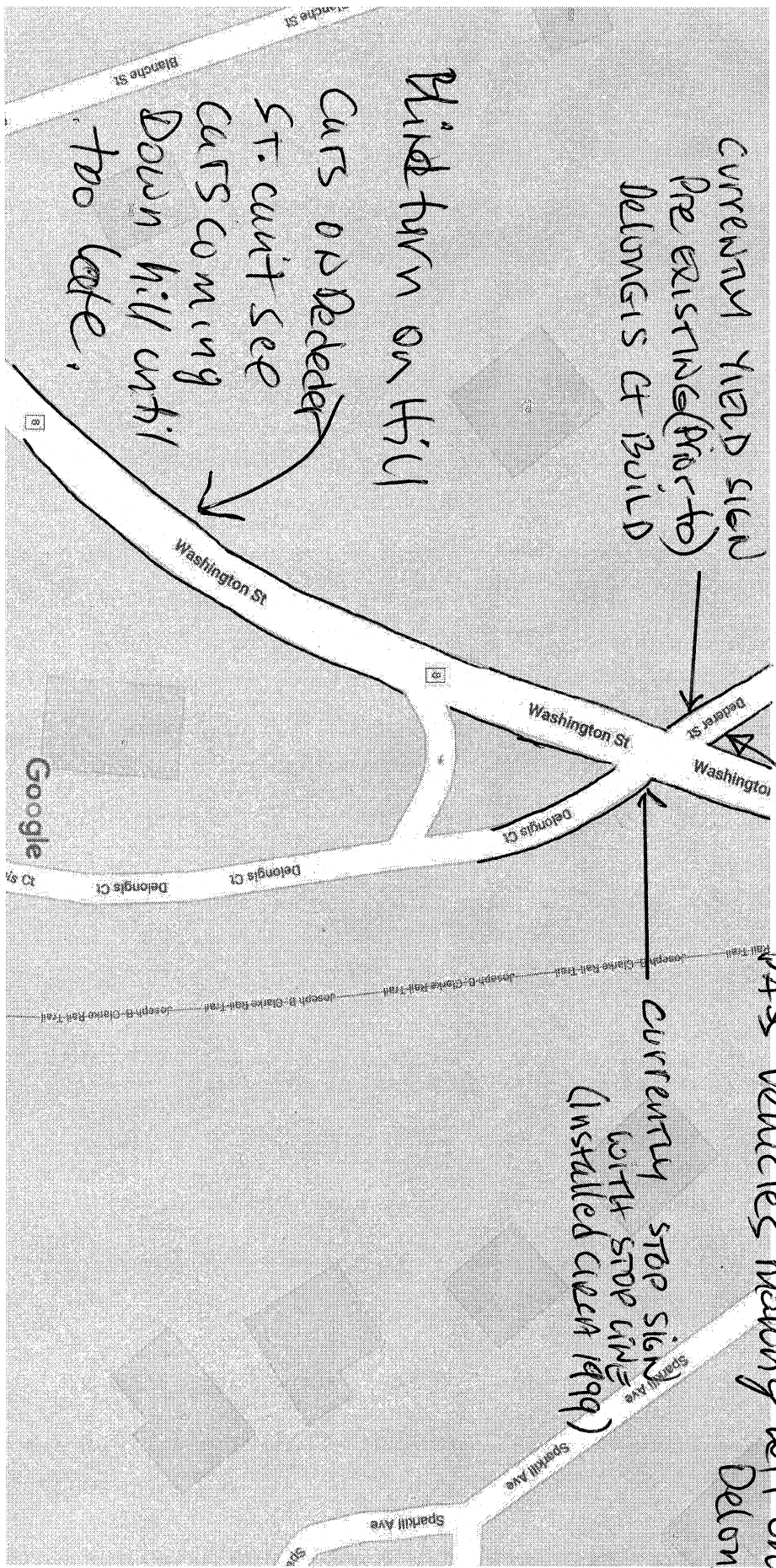
CURRENTLY NO FOG LINE OR ANY TRAFFIC LINES - CARS W/EBATTERY PASS VEHICLES MAKING LEFT ONTO DeLongis

CURRENTLY YIELD SIGN PRE EXISTING (PRACTO) DeLONGIS CT BUILD

CURRENTLY STOP SIGN WITH STOP LINES (INSTALLED circa 1999)

Blind turn on Hill

CARS ON Dederer ST. can't see CARS coming Down hill until too late.



TRAFFIC ADVISORY BOARD 12/6/2022
Submitted by James Costanza, member

Town of Orangetown

DATE: December 13, 2022

WARRANT

Warrant Reference	Warrant #	Amount
Approved for payment in the amount of		
	113022	\$ 18,979.22
	121322	\$ 2,972,774.08
		\$ 2,991,753.30

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: 12/8/2022
CC: DEPARTMENT HEADS



The audit for the Town Board Meeting of 12/13/2022 consists of 2 warrants for a total of \$2,991,753.30.

The first warrant had 29 vouchers for \$18,979 and was for utilities.

The second warrant had 152 vouchers for \$2,972,774 and had the following items of interest.

1. Atlantic Salt (p7) - \$33,153 for Highway salt purchases.
2. Crown Castle Fiber (p12) - \$8,513 for connectivity.
3. Fanshawe (p15) - \$73,815 for new town hall electrical (bonded).
4. Fleet, Pump & Service (p17) - \$6,123 for sewer pump repairs.
5. Foley Signs Inc. (p18) - \$5,635 for vets playground signage.
6. Global Montello (p21) - \$21,208 for fuel.
7. Goosetown Enterprises (p22) - \$32,990 for police equipment leases.
8. Gorman Brothers (p23) - \$339,595 for milling and paving.
9. Joe Lombardo Plumbing and Heating (p28) – \$18,657 for new town hall plumbing (bonded).
10. NYS Dept. of Civil Service (p31) - \$952,879 for H/C benefits.
11. Pearl River “A” Seniors Club (p34) - \$7,732 for trip reimbursements.
12. S & L Plumbing & Heating (p36) - \$15,200 for new town hall HVAC (bonded).
13. Tilcon NY (p47) - \$256,890 for milling and paving Erie, Highview streets (bonded).
14. Vanas Construction (p49) - \$1,087,820 for new town hall GC (bonded).
15. Verde Electric (p49) - \$5,075 for traffic signal maintenance contract.
16. W.W. Grainger (p53) - \$6,329 for Sewer supplies.

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

Jeffrey W. Bencik, CFA

845-359-5100 x2204