

**A LOCAL LAW TO AMEND Chapter 34, Code of the Town of Orangetown entitled  
“TAXATION”**

LOCAL LAW NO. \_\_\_\_ OF 2023 OF THE  
INCORPORATED TOWN OF ORANGETOWN, NEW YORK  
TOWN BOARD FOR AMENDING CHAPTER 34 OF THE TOWN CODE ENTITLED  
“TAXATION”

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

**Section 1.** Chapter 34, Article I, entitled “Senior Citizens Real Property Exemption”, of the Code of the Town of Orangetown is hereby amended as follows (**additions are underlined, deletions are ~~strikethrough~~**):

**§34-3 Statutory qualifications.**

**D. Maximum exemption eligibility level.**

(2). Additional qualifications. Notwithstanding any inconsistent provisions of § 467 of the Real Property Tax Law, the Town Code of the Town of Orangetown or any other provision of law for assessment rolls prepared on the basis of taxable status dates occurring on or after January 1, ~~1994~~ 2023, and the Town of Orangetown having heretofore adopted a local law providing for an exemption from taxation and which local law has established a maximum income exemption eligibility as provided in § 467 of the Real Property Tax Law, the Town Board of the Town of Orangetown does hereby amend Chapter **34** of the Code of the Town of Orangetown and by this local law does hereby provide for such exemption so as to increase the maximum income exemption eligibility level of the unincorporated area within the Town of Orangetown (which maximum income exemption eligibility level is hereby designated as "M") to the extent as provided in the following schedule:

(The 2006 Schedule, 2008 Schedule, and 2009 Schedule as adopted by Local Law 16-2006 are hereby deleted in their entirety as obsolete and replaced with the following schedule):

EFFECTIVE JANUARY 1, 2024

<u>Annual income of Applicant or Applicants</u>	<u>Percentage of Assessed Valuation Exempt from Taxation</u>
<u>\$50,000.00 or less</u>	<u>50%</u>
<u>More than \$50,000 but less than \$51,000</u>	<u>45%</u>

<u>More than \$51,000 but less than \$52,000</u>	<u>40%</u>
<u>More than \$52,000 but less than \$53,000</u>	<u>35%</u>
<u>More than \$53,000 but less than \$53,900</u>	<u>30%</u>
<u>More than \$53,900 but less than \$54,800</u>	<u>25%</u>
<u>More than \$54,800 but less than \$55,700</u>	<u>20%</u>
<u>More than \$55,700 but less than \$56,600</u>	<u>15%</u>
<u>More than \$56,600 but less than \$57,500</u>	<u>10%</u>
<u>More than \$57,500 but less than \$58,400</u>	<u>5%</u>

~~(3) The reduction, in any tax year commencing on or after the effective date of this section, of the maximum income exemption eligibility level established by the Town for assessment rolls prepared on the basis of taxable status dates occurring on or after January 1, 1984, and prior to January 1, 1985, for the purpose of granting exemptions for tax purposes shall preclude the Town from adopting a local law, ordinance or resolution providing for the exemptions provided for in this subsection in any tax year for which such reduction is in effect.~~

**§34-4 Application for exemption.**

**A.** Application for such exemption must be made by the owner or all of the owners of the property on forms prescribed by the State Board to be furnished by the Assessor and shall furnish the information and be executed in the manner required or prescribed in such forms and shall be filed in such Assessor's office on or before the appropriate taxable status date.

**B.** At least 60 days prior to the appropriate taxable status date, the Assessor shall mail, to each person who was granted exemption pursuant to this local law on the latest completed assessment roll, an application form and a notice that such application must be filed on or before the taxable status date and be approved in order for the exemption to be granted. The Assessor shall, within three days of the completion and filing of the tentative assessment roll, notify by mail any

applicant who has included with his application at least one self-addressed, prepaid envelope of the approval or denial of the application; provided, however, that the Assessor shall, upon the receipt and filing of the application, send by mail notification of receipt to any applicant who has included two of such envelopes with the application. Where an applicant is entitled to a notice of denial pursuant to this subsection, such notice shall be on a form prescribed by the State Board and shall state the reasons for such denial and shall further state that the applicant may have such determination reviewed in the manner provided by law. Failure to mail any such application form or notices or the failure of such person to receive any of the same shall not prevent the levy, collection and enforcement of the payment of the taxes on property owned by such person.

C. An application for such exemption may be filed with the assessor after the appropriate taxable status date but not later than the last date on which a petition with respect to complaints of assessment may be filed, where failure to file a timely application resulted from: (a) a death of the applicant's spouse, child, parent, brother or sister; or (b) an illness of the applicant or of the applicant's spouse, child, parent, brother or sister, which actually prevents the applicant from filing on a timely basis, as certified by a licensed physician. The assessor shall approve or deny such application as if it had been filed on or before the taxable status date.

D. Where a renewal application for the exemption authorized by this section has not been filed on or before the taxable status date, and the owner believes that good cause existed for the failure to file the renewal application by that date, the owner may, no later than the last day for paying taxes or PILOT without incurring interest or penalty, submit a written request to the assessor asking him or her to extend the filing deadline and grant the exemption. Such request shall contain an explanation of why the deadline was missed, and shall be accompanied by a renewal application, reflecting the facts and circumstances as they existed on the taxable status date. The assessor may extend the filing deadline and grant the exemption if he or she is satisfied that (i) good cause existed for the failure to file the renewal application by the taxable status date, and that (ii) the applicant is otherwise entitled to the exemption. The assessor shall mail notice of his or her determination to the owner. If the determination states that the assessor has granted the exemption, he or she shall thereupon be authorized and directed to correct the assessment roll accordingly, or, if another person has custody or control of the assessment roll, to direct that person to make the appropriate corrections. If the correction is not made before taxes are levied, the failure to take the exemption into account in the computation of the tax shall be deemed a "clerical error" for purposes of title three of article five of this chapter, and shall be corrected accordingly.

**Section 2.** Chapter 34, Article VI, entitled "Partial Exemption for Disabled Persons With Limited Income", Section 34-28 of the Code of the Town of Orangetown is hereby amended as follows (**additions are underlined, deletions are ~~strikethrough~~**):

**§34-28 Amount of exemption.**

Pursuant to § 459-c of the Real Property Tax Law, the percentage of the assessed valuation which is exempt from taxation will be determined on the basis of income in accordance with the following graduated schedule:

(The 2006 Schedule, 2008 Schedule, and 2009 Schedule as adopted by Local Law 16-2006 are hereby deleted in their entirety as obsolete and replaced with the following schedule):

EFFECTIVE JANUARY 1, 2024

<u>Annual income of Applicant or Applicants</u>	<u>Percentage of Assessed Valuation Exempt from Taxation</u>
<u>\$50,000.00 or less</u>	<u>50%</u>
<u>More than \$50,000 but less than \$51,000</u>	<u>45%</u>
<u>More than \$51,000 but less than \$52,000</u>	<u>40%</u>
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<u>More than \$55,700 but less than \$56,600</u>	<u>15%</u>
<u>More than \$56,600 but less than \$57,500</u>	<u>10%</u>
<u>More than \$57,500 but less than \$58,400</u>	<u>5%</u>

**Section 3.**     **Severability Clause**

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

**Section 4.**     **Effective Date.**

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

**A LOCAL LAW TO AMEND Chapter 34, Code of the Town of Orangetown entitled  
“TAXATION”**

LOCAL LAW NO. \_\_\_\_ OF 2023 OF THE  
INCORPORATED TOWN OF ORANGETOWN, NEW YORK  
TOWN BOARD FOR AMENDING CHAPTER 34 OF THE TOWN CODE ENTITLED  
“TAXATION”

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

**Section 1.** Chapter 34, Article VII, entitled “Exemption for Members of Volunteer Fire Companies or Ambulance Services”, of the Code of the Town of Orangetown is hereby amended as follows (**additions are underlined, deletions are ~~strikethrough~~**):

**§ 34-29 Legislative intent.**

The Real Property Tax Law of the State of New York has been amended effective December 9, 2022 by the addition of a ~~new~~ revised § 466-a which permits a Town to grant a partial tax exemption on real property owned by an enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service or such enrolled member and spouse. The intent of this local law is to continue and expand the partial real property tax exemption currently offered by the Town consistent with the terms of the newly amended State statute which was effective as of December 9, 2022.

**§ 34-30 Grant of exemption.**

~~An exemption from taxation of 10% of the assessed value of property owned by an eligible person as set forth below is hereby granted with respect to Town, part Town and special district charges. In no event shall the exemption exceed \$3,000 multiplied by the latest state equalization rate for the Town.~~

Residential real property owned by an enrolled member of an incorporated volunteer fire company, volunteer fire department or incorporated voluntary ambulance service shall be exempt from taxation and assessments levied by the Town to the extent of \_\_\_\_ percent ( %) of the assessed value of such property, exclusive of special assessments, subject to the requirements set forth in this Article.

**§ 34-35 Grant of exemption, Un-remarried spouse, line of duty death.**

Un-remarried spouses of volunteer firefighters or volunteer ambulance workers killed in the line of duty. The property tax exemption authorized by this Article and granted to an enrolled member of an incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service shall, upon application, be continued to such deceased enrolled member’s un-remarried spouse if such member is killed in the line of duty, provided that:

- A. Such un-remarried spouse is certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service as an un-remarried spouse of such enrolled member who was killed in the line of duty;
- B. such deceased volunteer had been an enrolled member for at least five (5) years; and
- C. such deceased volunteer had been receiving the exemption prior to his or her death.

**§34-36 Grant of Exemption, Un-remarried spouse, twenty-year service.**

Un-remarried spouses of deceased volunteer firefighters or volunteer ambulance workers. The property tax exemption authorized by this Article and granted to an enrolled member of an incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service shall, upon application, be continued to such deceased enrolled member's un-remarried spouse, provided that:

- A. Such un-remarried spouse is certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service as an un-remarried spouse of such enrolled member;
- B. such deceased volunteer had been an enrolled member for at least twenty (20) years; and
- C. such deceased volunteer and un-remarried spouse had been receiving the exemption for such property prior to the death of such volunteer.

**Section 2. Severability Clause**

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

**Section 3. Effective Date.**

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

Any new change to the existing Local Law is bolded and underscored.

**Effective Date.**

This local law shall take effect immediately upon filing with the Secretary of State.



# Town of Orangetown

Town Hall • 26 West Orangeburg Road • Orangeburg, NY 10962  
Telephone: (845) 359-5100 ext. 2288  
Fax: (845) 359-2623  
website: www.orangetown.com



February 6, 2023

RE: RE-GRADE POSITION / COMPUTER OPERATOR / IT

Dear Mr. Maiorano,

This letter is intended as a follow up to the Labor-Management Committee meeting that took place on January 30, 2023, to discuss re-grading a position in the Information Technology(IT) Department. The position discussed was Computer Operator. The members of the committee agreed to re-grade the position from a grade 12 to a grade 9. Please sign and return this letter acknowledging the agreed upon grade.

Sincerely,

*Roberto Urban*

Roberto Urban  
Human Resources Coordinator

Signature: \_\_\_\_\_

Printed Name: Michael Maiorano

Date: 2/7/23

**LICENSE AGREEMENT FOR USE OF THE RAMAPO  
POLICE RANGE FACILITY BY OUTSIDE AGENCIES**

This Agreement made as of the 1<sup>st</sup> day of January 2023, between the TOWN OF RAMAPO, a Municipal Corporation with principal offices at the Ramapo Town Hall, 237 Route, Suffern, New York 10901 hereinafter referred to as "TOWN" and

TOWN OF ORANGETOWN, a municipal corporation of the State of New York, with offices at 26 Orangeburg Road, Orangeburg, New York 10962 hereinafter referred to as "LICENSEE".

**WITNESSETH:**

**1. DESCRIPTION AND LOCATION**

The TOWN hereby grants the LICENSEE, and LICENSEE hereby accepts from the TOWN, a license to use the Town of Ramapo Police Range Facility located at the end of Bailer Road in the Town of Ramapo. Said use shall include and be limited to training officers in firearms knowledge and proficiency.

**2. TERM**

The term of this License Agreement shall be for one year from January 1, 2023 through December 31, 2023 and may be renewed on a yearly basis upon the same terms and conditions provided the same is mutually acceptable to both parties.

- (a) The parties understand and agree that this is a License Agreement and not a lease, and is, therefore, revocable by the TOWN at will when, in the judgment of the TOWN Board, it is deemed that such termination is necessary either by operation of law or for any other public purpose, and the TOWN reserves the right to cancel this license on written notice to the LICENSEE whenever it desires in good faith to do so.
- (b) This License Agreement is specifically conditioned upon the representation by the LICENSEE that such LICENSEE, trainers and trainees shall be familiar with and comply with the Town of Ramapo Police Range Facility Policy (GO-105) and as said policy may from time to time be amended. A copy of GO-105 is attached hereto and made a part hereof.

**3. CONSIDERATION**

- (a) The LICENSEE, in consideration for this license, shall agree to provide the TOWN with insurance, pursuant to Paragraph 5 of this License Agreement, naming the TOWN as an additional insured, and shall indemnify and hold the TOWN harmless by reason of any claim against all suits or liability regardless of origin or nature arising out of LICENSEE'S use of the Town of Ramapo Police Range Facility. With respect to the insurance for which the TOWN is designated as an additional insured, the certificate must also indicate that the insurance is primary to the TOWN.

- (b) Although there is no fee charged for the use of the Ramapo Police Range Facility in 2023, the TOWN will be adding improvements to the facility in order to comply with Federal and State requirements. The TOWN anticipates charging a fee commencing in 2024.

#### **4. COMPLIANCE WITH LAW**

LICENSEE agrees to comply with all Federal, State and Local Laws and regulations and orders of the TOWN affecting the licensed premises in regard to all matters.

#### **5. INSURANCE**

The LICENSEE shall not use the Ramapo Police Range Facility under this license until it has obtained all insurance required under this paragraph and such insurance has been approved by the TOWN.

- (a) Compensation Insurance - The LICENSEE shall take out and maintain during the life of this contract Workers' Compensation Insurance for its employees who use and/or are at the subject premises.
- (b) General Liability and Property Damage Insurance - The LICENSEE shall take out and maintain during the life of this contract such general liability and property damage insurance as shall protect it from claims for damages for personal injury including accidental death and from claims for property damage which may arise from operations under this contract. The amounts of such insurance shall be as follows:

General Liability Insurance in a General Aggregate amount not less than \$5,000,000 and not less than \$5,000,000 on account of any one occurrence.

- (c) INTENTIONALLY OMITTED.
- (d) Defense of Action or Suits - Neither the TOWN nor any of its officers or agents shall in any manner be answerable or responsible for any loss or damages that may occur to the premises pursuant to the rights and obligations of the LICENSEE hereunder, or to any part or parts thereof, or to any materials, equipment or other property that may be used therein, or placed upon the ground, during the LICENSEE'S use of the premises. Neither the TOWN nor any of its officers or agents shall be in any manner answerable or responsible for any injury done, or damages or compensation required to be paid under any present or future law, to any person or persons whatever, whether employees of the LICENSEE or otherwise, or for damages to any property, whether belonging to the employees and/or agents of the LICENSEE or otherwise, or for damages to any property, whether belonging to the contractor or others, occurring during or resulting from the LICENSEE'S use of the premises. The LICENSEE shall properly guard against all injuries and damages. The LICENSEE shall indemnify and save harmless the TOWN, its officers and employees, and agents

against all such injuries, damages and compensation arising or resulting from causes other than the TOWN'S negligence. The LICENSEE shall, throughout the term hereunder and any use of the premises, that may occur at any time after the termination of this agreement, maintain General Liability Insurance in the amounts hereinbefore stated for the protection of the LICENSEE and the TOWN, and shall furnish duplicates of the policies to the TOWN, stamped by the insurer "Premium Paid." These policies shall be written by an insurance company or companies approved by the TOWN.

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

Each policy and certificate shall have endorsed thereon:

"No cancellation of or change in the policy shall become effective until after 10 days' notice by Certified Mail to the TOWN Attorney, TOWN OF RAMAPO, TOWN Hall, 237 Route 59, Suffern, New York 10901."

- (f) If, at any time, any of the said policies shall be or become unsatisfactory to the TOWN as the form or substance, or if a Company issuing any such policies shall become unsatisfactory to the TOWN, and notification is given to LICENSEE in writing of same, LICENSEE shall promptly obtain a new policy, submit the same to the TOWN for approval, and submit a certificate thereof as hereinabove provided, Upon failure of LICENSEE to furnish, deliver and maintain such insurance as above provided, this license may, if such policy or policies are not secured within fifteen (15) days after written notice is given LICENSEE, at the election of the TOWN, be forthwith declared suspended, discontinued or terminated and any and all payments made by LICENSEE on account of this license shall thereupon be retained by the TOWN as liquidated damages. Failure of LICENSEE to purchase and/or maintain any required insurance shall not relieve LICENSEE from any liability under the license, nor shall the insurance requirements be construed to conflict with the obligations of LICENSEE concerning indemnification. All required insurance must remain in effect during the life of the license and any use of the premises after the expiration of the license. This paragraph shall survive the expiration of the term herein.
- (g) The total amount of insurance coverage set forth in paragraph 25(a) herein may be increased by the TOWN during the term of this License or any extension term hereof if reasonably deemed in the best interest of the TOWN.

## 6. **HOLD HARMLESS**

**The LICENSEE, in addition to any public liability insurance obtained under this Contract, agrees to save, indemnify and hold harmless the TOWN and all of its agents, officers, servants and employees, including any consultant of the TOWN, by reason of any claim against all suits or liability regardless of origin or nature arising out of the use of the facility by the LICENSEE, including all laborers, employees, agents, servants, and**

officers of the LICENSEE, whether by violation or statute, law, ordinance, regulation, order or decree or common law liability and whether or not a negligent act or omission is claimed and the LICENSEE agrees to pay the TOWN for defending such suit, all costs, expenses and reasonable attorney's fees incurred therein, or at the option of the TOWN, shall, at the LICENSEE'S own expense, defend any and all such actions.

**7. LIABILITY TO THE TOWN**

The TOWN shall not be liable for any damage to persons or properties at the Town of Ramapo Police Range Facility. The LICENSEE agrees that all personal property upon the demised premises shall be at the risk of the LICENSEE and that the TOWN shall not be liable for any damage thereto or loss or theft thereof.

**8. MISCELLANEOUS PROVISIONS**

- (a) LICENSEE agrees to abide by all reasonable rules and regulations that the TOWN may, from time to time, make or adopt.
- (b) The failure of the TOWN to insist upon the strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the LICENSEE may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, or covenants herein contained.
- (c) If any term, covenant or condition of this license, or the application thereof to any person or circumstance shall to any extent be invalid or enforceable, the remainder of this license shall not be affected thereby and each remaining term, covenant and condition of this license shall be valid and remain in full force and effect.

**9. MODIFICATION**

This instrument contains all of the agreement and conditions made between the parties and may not be modified orally or in any other manner other than by an agreement in writing signed by all of the parties or their respective successors in interest.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be signed by their corporate officers and have caused their corporate seals to be affixed hereto.

DATE: 2/6/2023

TOWN OF ORANGETOWN

By: \_\_\_\_\_

Teresa M. Penny  
Print Name & Title  
Town Supervisor

TOWN OF RAMAPO

By: \_\_\_\_\_  
MICHAEL B. SPECHT  
SUPERVISOR

State of New York )  
 ) SS:  
County of Rockland )

On the 6<sup>th</sup> day of February in the year 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Terrence M. Kenny, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Allison B. Kardon  
Notary Public

ALLISON B. KARDON  
Notary Public, State of New York  
No. 01KA6330552  
Qualified in Rockland County  
Commission Expires 09/14/2023

State of New York )  
 ) SS:  
County of Rockland )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael B. Specht, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public





**105.4 Procedures**

- A. The Town of Ramapo Police Department may utilize the Ramapo Police Range Facility for any training or activity deemed safe and suitable.
  - 1. The Range Manager shall be consulted prior to authorization of range use so as not to cause safety issues or conflicts with scheduled training.
    - (a) In the absence of the Range Manager, a Firearms Instructor shall be consulted with.
  - 2. When firearms instruction is being conducted, there should be at least one Firearms Instructor or Range Officer present for every three trainees.
    - (a) This ratio may be altered by the Range Manager or Senior Firearms Instructor after carefully considering the experience level of trainers and trainees, and any other conditions which may affect the safe operation of the Ramapo Police Range.
- B. Designated parking shall be on the stone covered area within the gates of the Ramapo Police Range Facility. Vehicles are to be parked in plain view so that anyone entering the Police Range Facility can clearly see the vehicles and know that the Range is in use.
- C. Upon arrival, that person in command of the Range, shall assure that the Police Range is checked for safety hazards, damage, or any required maintenance to the Range or Equipment. If necessary, it shall be reported to the Range Manager or Senior Firearms Instructor. Officers are to use care in and around the Range Facility and Storage Trailer to avoid contact with animals which may find their way inside, including rattlesnakes.
- D. When the Range is active, the sign at the entrance gate shall be flipped to indicate that the Police Range is in use. It shall be flipped back upon completion.
- E. Rubbish shall be placed in proper receptacles.
- F. Additional procedures for Off-Duty Police Range Facility use.
  - 1. After obtaining permission from the Range Manager, individual officers may use the Ramapo Police Range for practice, at their own risk, and will not be considered on duty.
  - 2. When more than one officer is using the Ramapo Police Range, a Firearms Instructor or Range Officer should be present. The Range Manager will make a determination based upon the individual officer's knowledge and experience.
  - 3. The Range Manager may authorize an officer to be accompanied by a non-department member for safety purposes on an individual basis.

4. Prior to entering the Police Range and upon completion of its use, Desk Sergeant or on duty squad supervisor shall be notified.
  - a. If the range is already in use, the supervisor shall advise the officer of its active condition for safety purposes.
  - b. The supervisor shall assure that the Shift OIC is notified.
5. Officers utilizing the Police Range shall have a means of communicating with ECC Personnel such as a portable police radio or a working cellular telephone. The cellular phone number shall be provided to the ECC.

G. Safety.

1. Prior to any Firearms Training Session, a Safety Lecture shall be given, including but not limited to the following points:
  - a. All firearms are to be always considered loaded;
  - b. Firearms are to be holstered and secured at all times unless actively involved in a course of fire and have been given a command to unholster and/or fire by a Firearms Instructor or Range Officer;
  - c. Unless in use during training, all rifles and shotguns will be kept with the action open and the safety on;
  - d. Firearms will never be pointed at or in the direction of a person;
  - e. Firearms will never be pointed at anything you are not willing to damage or destroy;
  - f. Finger is to remain off the trigger until a decision has been made to shoot;
  - g. Shooters are to be aware of any hazards in the shooting environment and beyond prior to initiating any shots;
  - h. While on the line and involved in a training exercise, talking should be kept to a minimum so as not to interfere with range operations;
  - i. Anyone who sees, or simply believes that a safety hazard exists, shall immediately yell the word, "ABORT" loud enough for everyone to hear;
  - j. Upon hearing an "ABORT", everyone on the range shall immediately cease all shooting activity, safely holster and secure any handguns in their possession, and remain in their present position if not in danger. If rifles or shotguns are in use, the safety shall be applied, and the muzzle positioned vertically, above the head of the tallest person present at the range. They will then await further instructions from a Firearms Instructor or Range Officer;
  - k. Shooters shall not move from their line positions until instructed to do so by a Firearms Instructor or Range Officer;

- l. Shooters are not to bend over to pick up anything while on the line, including weapon magazines, until the line has been declared safe by a Firearms Instructor or Range Officer;
- m. Whenever shooting is taking place, all personnel on the range must wear ear protection, safety glasses, and a baseball style cap with a brim that covers the top of their safety glasses.

2. Distance Shooting

- a. Shooting at distances of greater than 75 yards shall only be conducted on Range #1 (also known as the "Main Range" consisting of the turning-target system).
- b. The Police Range Facility gate shall be closed and locked to exclude all unauthorized personnel from the Range Facility.
- c. One officer shall be posted as an observer to announce a cease fire or abort if anyone should enter the Range Facility.
- d. Extended shooting points shall remain within the width of Range #1. No shooting points shall originate to the left of target point #1, or to the right of target point #25. The purpose of this is to prohibit firing at angles across the range from a position that may not be clearly visible or expected.

H. Qualification with Off Duty Firearms.

- 1. Non-probationary Active members of the Ramapo Police Department may be certified to carry off duty firearms other than their service weapon by successfully completing a qualification course approved by the Range Manager.
- 2. Off duty weapon qualification courses shall be for firearms of .32 caliber or greater, and officers shall provide the Range Manager or Senior Firearms Instructor with the make, model, serial number, and caliber of the firearm used during the qualification course.
- 3. Retired members shall be permitted to complete a qualification course for off-duty weapons and upon successful completion, will be provided with a letter from the Range Manager or Senior Firearms Instructor indicating the date that they successfully completed the qualification course. The letter shall include make, model, serial number, and caliber of the firearm used for the qualification course. Their decision to possess a firearm shall be guided by any applicable laws or statutes. Records shall be maintained by the Range Manager.

**105.5 Lines of Authority**

When firearms are in use or to be used at the Ramapo Police Range Facility, the following personnel are in command of the Range:

- A. The Range Manager, followed by;
- B. the Senior Firearms Instructor, followed by;
- C. the highest ranking Firearms Instructor, followed by;
- D. the highest ranking officer present, followed by;
- E. the highest ranking Range Officer, followed by;
- F. the most senior officer.

**105.6 Use of Ramapo Police Range by Outside Agencies**

- A. Any outside agency wishing to utilize the Ramapo Police Range Facility, shall request such use in writing to the Chief of Police, and if approved, will be referred to the Ramapo Town Attorney's Office for contract.
- B. Licensees in contract with the Town of Ramapo may use the Ramapo Police Range Facility for Departmental Firearms Training ONLY.
- C. The contract is designed to accommodate the Licensee when no other Range Facility is available for their training. If another location is available to the Licensee, then the Ramapo Police Range Facility shall not be used. Other training, not directly related to firearms, shall be conducted off premises.
- D. Training must be performed under the direct supervision of a Firearms Instructor.
  - 1. Officers may remain at the Ramapo Police Range during a meal period provided that a Firearms Instructor is actually present at the facility.
- E. Only officers actually involved in the training activity and their supervisors, may be present at the Ramapo Police Range Facility.
- F. Under no circumstances shall anyone not covered under the Licensee's Agreement and/or Contract be present at the Range Facility.

- G. Licensees, Trainers, and Trainees shall be familiar with and comply with all provisions of this policy. Failure to comply with this policy will result in the immediate withdrawal of the Agreement and Contract.
1. If for any reason any part of this policy is in question or violation, the Licensee is subject to the direction of the Ramapo Police Officer in Charge (OIC), Range Manager, or Senior Firearms Instructor.
- H. Licensee's or their agent(s) shall provide a copy of the signed contract and schedule all training with the Ramapo Police Range Manager prior to the commencement of any training.
1. The Range Manager should ensure that the Licensee's request does not conflict with any other Range Facility use.
  2. The Range Manager shall assure that the working squad OIC is notified of the date, time, and length of training scheduled.
- I. Licensee shall designate **one** Firearms Instructor as being their Officer in Charge prior to any training.
1. Licensee's OIC shall be responsible to assure compliance with this policy.
  2. Licensee's OIC shall notify the Ramapo Police Desk Sergeant on arrival and departure from the Range Facility.
- J. Under No Circumstances shall any agency conduct any activity at the Ramapo Police Range Facility until the Agreement has been executed and filed with the Town of Ramapo Attorney's Office.
- K. Licensee is not authorized to create or possess copies of the Ramapo Police Range Facility access keys without authorization from the Chief of Police or his/her designee.
1. The Range Manager shall maintain records of agencies and individuals authorized to possess access keys to the Police Range Facility and has the authority to revoke those privileges at any time.
- L. Before Rifles are fired, Licensee shall assure that the "C-Shaped" target supports on the Action Target System are removed from the affected target positions. This is to avoid damage to the "C-arm" which is not designed to withstand rifle fire.



TOWN ATTORNEY'S OFFICE

INTER-OFFICE MEMORANDUM

DATE: February 13, 2023

TO: Rosanna Sfraga, Town Clerk (with originals)

cc: Town Board Members (w/o encl.)  
Kimberly Allen, Administrative Secretary to the Supervisor (w/o encl.)  
Ellie Fordham, Secretarial Assistant II, DEME (w/o encl.)

FROM: Dennis D. Michaels, Deputy Town Attorney  
(DM)

RE: Certificate of Plumbing Registration (Sewer Work) 2023

---

The following applicant is qualified, pursuant to the qualification certificate received from Eamon Reilly, Commissioner of the Department of Environmental Management and Engineering (original attached), and the bond and insurance certificates having been reviewed and approved (originals attached), from a legal standpoint, by the Office of the Town Attorney.

Bertussi Contracting, Inc.  
60-70 Dexter Plaza  
Pearl River, NY 10965  
Tel.: 845-735-5588

This Certificate of Registration has been placed on the next Regular Town Board Meeting agenda scheduled for February 21, 2023

Should you have any questions, please do not hesitate to contact this Office.

encl.



TOWN ATTORNEY'S OFFICE

INTER-OFFICE MEMORANDUM

DATE: February 13, 2022

TO: Rosanna Sfraga, Town Clerk (with originals)

cc: Town Board Members (w/o encl.)  
Kimberly Allen, Administrative Secretary to the Supervisor (w/o encl.)  
Ellie Fordham, Secretarial Assistant II, DEME (w/o encl.)

FROM: Dennis D. Michaels, Deputy Town Attorney  
(mf)

RE: Certificate of Plumbing Registration (Sewer Work) 2023

---

The following applicant is qualified, pursuant to the qualification certificate received from Eamon Reilly, Commissioner of the Department of Environmental Management and Engineering (original attached), and the bond and insurance certificates having been reviewed and approved (originals attached), from a legal standpoint, by the Office of the Town Attorney.

Coppola Services, Inc.  
28 Executive Parkway  
Ringwood, NJ 07456  
Tel.: 973-962-1890

This Certificate of Registration has been placed on the next Regular Town Board Meeting agenda scheduled for February 21, 2023. Should you have any questions, please do not hesitate to contact this Office.

Should you have any questions, please do not hesitate to contact this Office.

encl.



TOWN ATTORNEY'S OFFICE

INTER-OFFICE MEMORANDUM

DATE: February 13, 2022

TO: Rosanna Sfraga, Town Clerk (with originals)

cc: Town Board Members (w/o encl.)  
Kimberly Allen, Administrative Secretary to the Supervisor (w/o encl.)  
Ellie Fordham, Secretarial Assistant II, DEME (w/o encl.)

FROM: Dennis D. Michaels, Deputy Town Attorney  
*(DMM)*

RE: Certificate of Plumbing Registration (Sewer Work) 2023

The following applicant is qualified, pursuant to the qualification certificate received from Eamon Reilly, Commissioner of the Department of Environmental Management and Engineering (original attached), and the bond and insurance certificates having been reviewed and approved (originals attached), from a legal standpoint, by the Office of the Town Attorney.

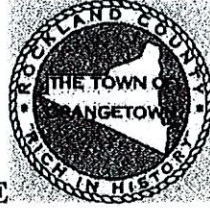
First Rate Landscaping & Construction, Inc.  
245 North Main Street, Unit 1212  
New City, NY 10956  
Tel.: 845-786-2101

This Certificate of Registration has been placed on the next Regular Town Board Meeting agenda scheduled for February 21, 2023

Should you have any questions, please do not hesitate to contact this Office.

DDM/mf  
encl.





TOWN ATTORNEY'S OFFICE INTER-OFFICE MEMORANDUM

DATE: February 13, 2023

TO: Rosanna Sfraga, Town Clerk (with originals)

cc: Town Board Members (w/o encl.)  
Kimberly Allen, Administrative Secretary to the Supervisor (w/o encl.)  
Ellie Fordham, Secretarial Assistant II, DEME (w/o encl.)

FROM: Dennis D. Michaels, Deputy Town Attorney  
(mf)

RE: Certificate of Plumbing Registration (Sewer Work) 2023

---

The following applicant is qualified, pursuant to the qualification certificate received from Eamon Reilly, Commissioner of the Department of Environmental Management and Engineering (original attached), and the bond and insurance certificates having been reviewed and approved (originals attached), from a legal standpoint, by the Office of the Town Attorney.

Hewitt Excavating, LLC  
18 Broad Street  
Norwood, NJ 07648  
Tel.: 201-767-1510

This Certificate of Registration has been placed on the next Regular Town Board Meeting agenda scheduled for February 21, 2023.

Should you have any questions, please do not hesitate to contact this Office.

encl.



TOWN ATTORNEY'S OFFICE

INTER-OFFICE MEMORANDUM

DATE: February 13, 2023

TO: Rosanna Sfraga, Town Clerk (with originals)

cc: Town Board Members (w/o encl.)  
Kimberly Allen, Administrative Secretary to the Supervisor (w/o encl.)  
Ellie Fordham, Secretarial Assistant II, DEME (w/o encl.)

FROM: Dennis D. Michaels, Deputy Town Attorney  
(mf)

RE: Certificate of Plumbing Registration (Sewer Work) 2023

---

The following applicant is qualified, pursuant to the qualification certificate received from Eamon Reilly, Commissioner of the Department of Environmental Management and Engineering (original attached), and the bond and insurance certificates having been reviewed and approved (originals attached), from a legal standpoint, by the Office of the Town Attorney.

McM Paving & Excavation, Inc.  
8 East Railroad Avenue  
West Haverstraw, NY 10993  
Tel.: 845-896-1600

This Certificate of Registration has been placed on the next Regular Town Board Meeting agenda scheduled for February 21 2023.

Should you have any questions, please do not hesitate to contact this Office.

encl.



TOWN ATTORNEY'S OFFICE

INTER-OFFICE MEMORANDUM

DATE: February 13, 2023

TO: Rosanna Sfraga, Town Clerk (with originals)

cc: Town Board Members (w/o encl.)  
Kimberly Allen, Administrative Secretary to the Supervisor (w/o encl.)  
Ellie Fordham, Secretarial Assistant II, DEME (w/o encl.)

FROM: Dennis D. Michaels, Deputy Town Attorney  
(Mf)

RE: Certificate of Plumbing Registration (Sewer Work) 2023

The following applicant is qualified, pursuant to the qualification certificate received from Eamon Reilly, Commissioner of the Department of Environmental Management and Engineering (original attached), and the bond and insurance certificates having been reviewed and approved (originals attached), from a legal standpoint, by the Office of the Town Attorney.

Paving Solutions, Inc.  
548 Route 17M  
Monroe, NY 10950  
Tel.: 845-782-1775

This Certificate of Registration has been placed on the next Regular Town Board Meeting agenda scheduled for February 21, 2023.

Should you have any questions, please do not hesitate to contact this Office.

encl.





**BID PROPOSAL**

**CONTRACTOR'S BID  
FOR  
2023 BIGHT LANE (FROM SOUTH BROADWAY TO RIVER ROAD)  
DRAINAGE SYSTEM REHABILITATION  
USING CURED-IN-PLACE PIPE LINER**

**TOWN OF ORANGETOWN, NEW YORK**

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

BY: BIDDERS NAME AND ADDRESS:

EnTech Infrastructure, LLC

91 Ruckman Road Closter, NJ 07624

Telephone: Office 201-784-1034 ext 22

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

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

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

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

B.

Addendum No.	Addendum Date
<u>1</u>	<u>2/13/23</u>
<u>2</u>	<u>2/14/23</u>
<u> </u>	<u> </u>

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

## BID PROPOSAL

- C. BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. BIDDER does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the prices(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- E. BIDDER is aware of the general nature of Work to be performed by OWNER and others at the Site, if any, that relates to the Work as indicated in the Bidding Documents.
- F. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- G. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 BIDDER further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any individual or entity to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.

### 5.01

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

## BID PROPOSAL

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

### **SCHEDULE OF BID ITEMS**

INSTRUCTIONS TO BIDDERS: The bidder's attention is directed to the fact that certain bid items listed below have a stipulated minimum unit price. For a bid proposal to be considered formal, the unit price entered by the bidder for these particular items must fall within the stipulated price range shown. Failure to submit a formal bid in accordance with the above requirement will be considered sufficient grounds for rejection of the entire Bid Proposal.

(Continued)



BID PROPOSAL

**BID SCHEDULE OF PRICES**  
 BIGHT LANE (FROM SOUTH BROADWAY TO RIVER ROAD)  
 DRAINAGE SYSTEM REHABILITATION  
 USING CURED-IN-PLACE PIPE LINER,

Item	Approx. Estimated Quantity	Items with Unit Bid Price written in words	Unit Bid Price		Total	
			Dollars	Cents	Dollars	Cents
1	615	Lin. Ft. of cured-in-place pipe liner (Partially Deteriorated Design), furnished & installed into existing 60-inch sewers complete as specified, at <u>Five hundred four dollars</u> _____ per lin. Ft.	\$504	00	\$309,960	00
2	30	Lin. Ft. of cured-in-place pipe liner (Fully Deteriorated Design), furnished & installed into existing 60-inch sewers complete as specified, at <u>Six hundred dollars</u> _____ per lin. Ft.	\$600	00	\$18,000	00
3	3	Cutting of each existing protruding lateral that obstructs proper installation of liner found during Pre-TV, at <u>One hundred dollars</u> _____ Each	\$100	00	\$300	00
4	-	Maintenance and Protection of Traffic, at <u>Six thousand four hundred fifty dollars</u> _____ Lump Sum	\$6,450	00	\$6,450	00
Total written in words: <u>Three hundred thirty-four thousand seven hundred ten</u> _____ Dollars <u>Zero</u> Cents					Total Items #1-#4 <b>\$ 334,710.00</b>	

Company Name: En-Tech Infrastructure LLC Prepared by: Gerhardt Rodenberger

Address: 91 Ruckman Road City: Closter, State: NJ Zip: 07624

Phone #: Office 201-784-1034 ext 22 Fax #: Fax 201-784-0855 E-Mail: grodenberger@aegion.com Date: 2/17/23

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

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

**BID PROPOSAL**

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

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

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

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

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

SUBMITTED ON February 17 20 23

State Contractor License No. NY DOS ID # 6459566 (if applicable)

**BID PROPOSAL**

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

An Individual  
Name (typed or printed): N/A

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

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

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

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

A Partnership  
Partnership Name: N/A (SEAL)

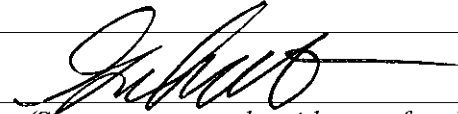
By: \_\_\_\_\_  
(Signature of general partner—attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_  
Business address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Fax No. \_\_\_\_\_

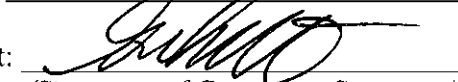
### BID PROPOSAL

Limited Liability Company  
(Not Corp)

~~A Corporation~~  
Corporation Name: En-Tech Infrastructure LLC (SEAL)  
State of ~~incorporation~~: Organized in Delaware  
Type (General Business, Professional, Service, Limited Liability) Limited Liability Company

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

Name (typed or printed): Gerhardt Rodenberger  
Title: General Manager

Attest:  \_\_\_\_\_ <sup>LLC</sup>  
(Signature of ~~Corporate Secretary~~) (CORPORATE SEAL)

Business address: 91 Ruckman Road Closter, NJ 07624  
Phone No.: Office 201-784-1034 ext 22 Fax No. Fax 201-784-0855

Date of Qualification to do business is: As LLC in NY - 04/14/22 Prior to 2022 - Entech Corporation

### BID PROPOSAL

A Joint Venture  
Joint Venturer Name: N/A (SEAL)

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

Name (typed or printed): \_\_\_\_\_  
Title: \_\_\_\_\_  
Business address: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

## **BID PROPOSAL**

### **ATTACHMENTS**

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

BID BOND (Penal Sum Form); pages 9 and 10

CERTIFIED CHECK (attached to "Bid Security" page); page 11

STATEMENT OF BIDDER'S QUALIFICATIONS; pages 12 and 13

NON-COLLUSIVE BIDDING CERTIFICATION; pages 14 and 15

STATEMENT OF SURETY'S INTENT; page 16

**BID BOND**

BIDDER (Name and Address):

EnTech Infrastructure, LLC  
91 Ruckman Rd.  
Closter, NJ 07624

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

Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, CT 06183

OWNER (Name and Address):

Town of Orangetown  
119 Route 303  
Orangeburg, NY

BID

BID DUE DATE: February 17, 2023

PROJECT (Brief Description Including Location):

2023 Bight Lane (From South Broadway to River Road)  
Drainage System Rehabilitation Using Cured-In-Place Pipe Liner

BOND

BOND NUMBER: N/A

DATE (Not later than Bid Due Date): February 17, 2023

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

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

**BIDDER**

EnTech Infrastructure, LLC (Seal)  
Bidder's Name and Corporate Seal

By: *Gerhardt Rodenburger*, GM  
Signature and Title  
Gerhardt Rodenburger, Contracting & Attesting Officer

Attest: *Admin/Witness*  
Signature and Title Admin/Witness

**SURETY**

Travelers Casualty and Surety  
Company of America (Seal)  
Surety's Name and Corporate Seal

By: *AP Thome*  
Signature and Title Andrew P. Thome, Attorney-in-Fact  
(Attach Power of Attorney)

Attest: *Amanda L. Williams*  
Signature and Title  
Amanda L. Williams, Witness

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

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

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

3. This obligation shall be null and void if:

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

3.2 All bids are rejected by Owner, or

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

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

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

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

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

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

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

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

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

State of Missouri  
County of St. Louis

On February 17, 2023, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Andrew P. Thome known to me to be Attorney-in-Fact of

## TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

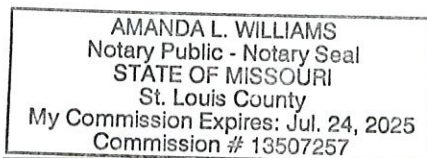
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

*Amanda L. Williams*

Amanda L. Williams, Notary Public

My Commission Expires:







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

**POWER OF ATTORNEY**

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

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

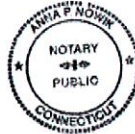
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **17th** day of **February**, **2023**



  
Kevin E. Hughes, Assistant Secretary

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

BID PROPOSAL

N/a - Bid Bond Supplied

ATTACH BID SECURITY  
TO THIS PAGE  
IF CERTIFIED CHECK

## STATEMENT OF BIDDER'S QUALIFICATIONS


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

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

1. Name of Bidder    EnTech Infrastructure, LLC
2. Permanent main office address    91 Ruckman Road  
Closter, NJ 07624
3. When organized    As LLC in NY - 04/14/22    Prior to 2022 - Entech Corporation
4. If a corporation, where incorporated    Limited Liability Company organized in Delaware
5. How many years have you been engaged in the contracting business under your present firm or trade name?    No trade names    Between LLC change over and prior corporation combined 30 years of experience
6. List any other names you have operated under for the last ten (10) years.  
Prior to 2022 - Entech Corporation
7. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)    See Attached
8. General character of work performed by your company    CIPP - Trenchless sewer rehab
9. Have you ever failed to complete any work awarded to you?    No  
If so, where and why?
10. List and summarize all DOL, OSHA, USEPA, NYSDEC or other environmental regulatory agency violations in the last five (5) years.    N/A
11. Have you ever defaulted on a contract?    No  
If so, where and why?
12. List a minimum of three (3) projects having a scope similar to this project. Each reference shall consist of:    See Attached.

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

Dated: February 17, 2023

By:   
Signature

By: Gerhardt Rodenberger  
Printed Name

For: EnTech Infrastructure, LLC

## NON COLLUSIVE BIDDING CERTIFICATE

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

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

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

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

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

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

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

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

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

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

Dated: February 17, 2023

By:   
Signature

By: Gerhardt Rodenberger  
Printed Name

For: EnTech Infrastructure, LLC

The Town has adopted and disseminated a revised Policy Against Discrimination and Harassment.

All Proposers are required to acknowledge that they have reviewed the revised Policy, and have been afforded an opportunity to ask a Municipality Compliance Officer any questions they may have regarding the Policy.

If you have any questions regarding this Policy, feel free to contact the Compliance Officer.

This Agreement may be signed by facsimile or electronic signature and in counterparts, which signatures shall have the same force and effect as an original signature and which pages shall be incorporated herein as one document.

The undersigned declares that they have carefully examined and fully understand the Town of Orangetown's Policy Against Discrimination and Harassment, effective October 23, 2018. Said policy is available on the Town's website at [www.orangetown.com](http://www.orangetown.com). Upon award of the proposal, all members of the firm who will be working on this project shall be required to review said policy and execute an acknowledgement form.

IN WITNESS WHEREOF, the respective parties have hereto executed this Agreement and caused same to be signed by the proper officers of the respective parties and their respective seals affixed the day and year first above written.

CONTRACTOR:

Company Name: EnTech Infrastructure, LLC

Principal: Gerhardt Rodenberger

Business Address: 91 Ruckman Road Closter, NJ 07624

Telephone Number: Office 201-784-1034 ext 22

Fax Number: Fax 201-784-0855

E-Mail: grodenberger@aegion.com

  
\_\_\_\_\_  
Contractor Signature

Date: February 17, 2023

BID PROPOSAL

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

To: N/a - Bid Bond Supplied  
(Owner)

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

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

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

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

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

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

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

Attach Power of Attorney

Surety's Authorized Signature(s)

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

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





EN-TECH Infrastructure  
580 Goddard Avenue  
Chesterfield, MO 63005  
636.530.8000 | Aegion.com

## ***EQUAL EMPLOYMENT OPPORTUNITY POLICY***

The employment policy of En-Tech Infrastructure, LLC is to provide equal opportunity to all persons. Our company, therefore, has made a commitment to equal employment opportunity, and establishing and maintaining a diverse workforce. No employee or applicant for employment will be discriminated against because of race, creed, citizenship, color, religion, sex, national origin, age, sexual orientation, gender identity, marital status, pregnancy, childbirth or related medical condition, genetic information, disability, veteran status, or any other classification protected by federal, state and local laws and ordinances.

En-Tech Infrastructure, LLC has developed procedures to assure that this policy is understood and carried out by managerial, administrative, and supervisory personnel. We have informed subcontractors, vendors, suppliers, and labor unions of our Equal Employment Opportunity policy, and of their obligations to comply with this policy.

Chris Sanders has been designated our EEO Coordinator and is responsible for compliance with state and federal equal employment opportunity laws. If you believe you have not been treated in accordance with this policy, you should contact your supervisor, local Human Resources representative, or Chris Sanders, Vice President & Global Employment Counsel at 636-530-8070. The continued success of our EEO Policy requires maximum cooperation from every employee throughout our organization. Equal employment opportunity is not only the law, but it is a principle of En-Tech Infrastructure, LLC.

A handwritten signature in black ink, appearing to read 'Burt Keating', written over a horizontal line.

Burt Keating  
President



Marsh & McLennan Agency LLC  
825 Maryville Centre Drive, Suite 200  
St. Louis, MO 63017  
+ 1 314 594 2700  
MarshMMA.com

January 13, 2023

**Re: En-Tech Infrastructure, LLC**

To Whom It May Concern:

En-Tech Infrastructure, LLC is a valued Travelers Casualty and Surety Company of America surety customer. Travelers Casualty and Surety Company of America is one of the most financially sound insurance companies in the United States and enjoys a Best Rating of A++ with financial strength category of XV.

Due to En-Tech Infrastructure, LLC's reputation, technical expertise, financial strength, quality equipment and experienced labor force, Marsh & McLennan Agency LLC is prepared to consider performance and payment bonds for single jobs in the \$250,000,000 range with an aggregate work program of \$700,000,000.

Should a project be awarded to and accepted by En-Tech Infrastructure, LLC, we are prepared to consider providing the required bonds on their behalf. Any bonds are subject to acceptable review of the contract terms and conditions, bond forms, confirmation of financing, and any other underwriting considerations at the time of the request. It should be understood that any arrangement for bonds is strictly a matter between En-Tech Infrastructure, LLC and Travelers Casualty and Surety Company of America. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

Please feel free to contact me if you have any specific questions regarding En-Tech Infrastructure, LLC or their surety bond program.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew P. Thome".

Andrew P. Thome, CEO



HQ Address:  
580 Goddard Avenue  
Chesterfield, MO 63005

Operations Address:  
91 Ruckman Rd.  
Closter, NJ 07624

## En-Tech Infrastructure, LLC Personnel Company Resume

### ***Burt M. Keating, President***

Mr. Keating serves as our President of Infrastructure Solutions. Burt Keating has spent the last 20 years leading global field operations in private equity backed and publicly traded companies, as well as the military.

Most recently, Burt led operations at USIC, a \$1B privately held utility services contractor with over 9,000 field employees. During his tenure as SVP of Operations, he led numerous operational excellence initiatives including a transformation of the company's Quality culture and programs. He also oversaw the integration of three utility locating company acquisitions.

Prior to USIC, Burt held multiple operational leadership roles at Granite Services, Inc. (now FieldCore, a GE Company). As Global Productivity & Quality Director, he led continuous improvement initiatives to standardize and optimize gas and steam turbine outage performance across 90 countries and 2,000 jobsites. In his role as Europe Region Director, he had full accountability for safety, quality and productivity of projects in Italy, East Europe, and Russia. As Americas Region Director, he was responsible for maintaining GE's aeroderivative gas turbine fleet in the US, Canada, Mexico, and South America.

He also served 20 years in the US Navy's Submarine Force retiring in 2020 as a Commander. Notable career achievements include: two Western Pacific deployments, qualifying Nuclear Engineer Officer, serving as the US Navy's representative to the UAE and finally, as the Commanding Officer of a submarine maintenance reserve unit.

Burt earned his Bachelor of Science in Mechanical Engineering and Master of Science in Engineering from the University of Louisiana at Lafayette and his Master of Engineering Management from Old Dominion University.

### ***Ali Sheikh, Executive Vice President & Chief Financial Officer***

Mr. Ali Sheikh brings more than 20 years of financial and global leadership experience across energy, transportation, and industrial sectors. Prior to Aegion, Mr. Sheikh served as Chief Financial Officer for Wabtec's Freight Services business where he oversaw a \$2.5 billion+ global P&L across multiple countries and led due diligence and acquisition to support inorganic growth. From 2008 to 2014, he was Chief Financial Officer for GE Power Generation Services business in the Middle East and Africa region where he designed the regional P&L structure and finance organization to align with the company's operating structure to provide operational partnership. Prior to GE Power, Mr. Sheikh held financial roles of increasing responsibility within GE Energy and GE Capital.

He holds MBA from Texas Southern University.



En-Tech Infrastructure  
580 Goddard Avenue  
Chesterfield, MO 63005  
636.530.8000 | Aegion.com

**EN-TECH INFRASTRUCTURE, LLC**  
**BOARD OF MANAGERS AND OFFICERS**  
(Current as of September 30, 2022)

<b><u>BOARD OF MANAGERS</u></b>
Robert Tullman Member, Board of Managers
Ali S. Sheikh Member, Board of Managers
Monta M. Bolles Member, Board of Managers

<b><u>OFFICERS</u></b>	
<u>Name</u>	<u>Office</u>
Burt M. Keating	President
Ali S. Sheikh	Executive Vice President and Chief Financial Officer
Monta M. Bolles	Executive Vice President and Secretary
John L. Heggemann	Sr. Vice President
Donald E. Hake	Sr. Vice President & Treasurer
Dennis Pivin	Vice President – Safety

<b><u>AUTHORIZED SIGNATORY</u></b>	
Gerhardt Rodenberger	General Manager

**Business Address for Board of Managers and Officers:**

580 Goddard Avenue  
Chesterfield, MO 63005

**Operations Address:**

97 Ruckman Rd.  
Closter, NJ 07624



En-Tech Infrastructure, LLC  
580 Goodard Avenue  
Chesterfield, Missouri 63005  
Phone: 636-530-8000  
Fax: 636-530-8700

June 21, 2022

To whom it may concern,

Re: En-Tech Infrastructure, LLC – Certificate of Authority

The undersigned, Burt M. Keating, hereby certifies that he is the duly appointed and acting President of En-Tech Infrastructure, LLC., a Delaware company (the “Company”), and that he is duly authorized to execute and deliver this Certificate of Authorization on behalf of the Company; and

It is further certified that Gerhardt J. Roedenberger is the General Manager of the Company and is duly authorized to execute, request and otherwise act on behalf of the Company in all aspects in his role as General Manager.

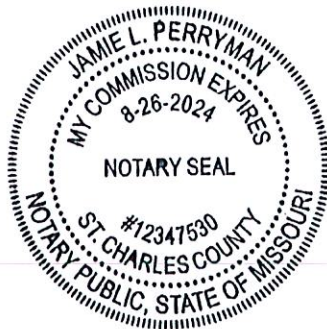
**IN WITNESS WHEREOF**, the undersigned has executed this Certificate as President of the Company as of the date first written above.

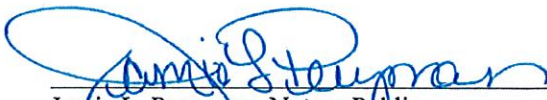
  
\_\_\_\_\_  
Burt M. Keating, President

STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF ST. LOUIS    )

On this 21st day of June 2022, before me, the undersigned notary public, personally appeared Burt M. Keating, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.



  
\_\_\_\_\_  
Jamie L. Perryman, Notary Public

# CONTRACTOR'S EQUIPMENT SCHEDULE

## En-Tech Infrastructure

2022-2023

#	YEAR	CUST. #	DESCRIPTION	I.D #
<b>Lining</b>				
1			(3) Boilers Truck Mounted on Mack Trucks @ \$50,000. Each	
2			(3) Refrigerator Boxes with Loading Devices @ \$40,000. Each	
3			(1) Trailer (Reefer)	
4	1987	TR-1	(1) Walker Resin Tanker Trailer	
5	1987	TR-4	(1) Aztec Trailer	
6			(1) Static Mixer (Resin)	
7			(4) Box Truck Mounted @ \$14,000. Each	
8	2008		Portable Wet Out Conveyor w/atts. 120"	No ID#
9	2009		Boiler Truck mounted on a Kenworth	No ID#
10	2009		Boiler Truck mounted on a Stirling	No ID#
11	2009		Boiler Truck mounted on a Hino	No ID#
12	2010		Rush Heater with Work Platform on 2008 Sterling #36122	No ID#
13	Used		Case Model 445 Skid Steer Loader w/ Att.	N5M401308
14			Jet Heater 700KNTU w/ Trailer	1JT9BU1Z288E35753
15	2010		Godwin Fusion Machine & Trailer	
18			Dominator 4-30 6-24" Configuration Cutter	CD821200123REVEENTE
19		RF-1	Diesel Driven Power Pack w/atts for RF-1	#D2011L021
20	2016	TV-14	ARIES - Cutter Robot & Components Model CT 4000SK	
21	2016		ARIES - UV - UltraViolet Curing System w. Camera Attachments with	CFG-VEH-00002496
22	2016		Wolverine Retrofit	CFG-WOLV-00000110
23	1982		Penske 1250 C/F Aluminium Tank Trailer	1TB114029CM544142
24	1992		Brenner 6900/MC-307 Stainless Steel Tank Trailer	10BFU7212NFOA3155
25	2018	SB-3	Rush Overland Skid Mounted Firebox w/ Burner	No ID#
				<b>Total</b>
<b>Sewer Cleaning</b>				
26			Reefer Flusher (Refrigerator & Flusher)	

**CONTRACTOR'S EQUIPMENT SCHEDULE**  
**En-Tech Infrastructure**  
2022-2023

#	YEAR	CUST. #	DESCRIPTION	I.D #
27			(2) Stetco Hydraulic Cranes T950 @ \$20,000. Each	
28	2014	VAC 18	Vac Con Vactor Model VPD4216LHADN/1300	1FVHG3DV9EHFX9429
				<b>Total</b>
<b>TV Equipment</b>				
31			(3) Aires TV Truck Equipment with Camera \$70,000. Each	
32		TV-12	ARIES Mainline Inspection System	
33		TV-16	IST Power Cutter System	
				<b>Total</b>
<b>Pumps</b>				
34			(2) Godwin 6" Dry Prime Pumps @ \$20,000. Each	
35	2007	TR-9	Godwin CD150M 6" Pumpset w/engine & Trailer	662275 / 050282
36	2007	TR-11	Godwin 8" Pumpset w/ engine & Trailer	747634 & 50212
37	2007	TR-10	Godwin 8" Pump Set w/ Engine & Trailer	0749381-6 / 049548
38	2011	TR-12	Godwin 6" Pumpset w/ Engine & Trailer	1062116-7/D048437
39			Godwin Dri-Prime DPC300 Critically Silenced Diesel Pump w/Engine Adapters-Floats	13616005-1/ PE6068L237269
40			Godwin Dri-Prime DPC300 Critically Silenced Diesel Pump w/Engine Adapters-Floats	13616005-2/ PE6068L209661
41			Godwin GL14 Drop In Pump Trailer DPC300/6068-T3	16MPF1422DD067589
42			Godwin GL14 Drop In Pump Trailer DPC300/6068-T3	16MPF1420DD067588
			<b>Total</b>	
<b>Miscellaneous Items</b>				
43			Employee Tools	
44			Miscellaneous Equipment & Tools – Max. Limit Any 1 item: \$10,000.	
				<b>Total</b>
				<b>Grand Total</b>

## Project References

### A. Contracts completed by the bidder

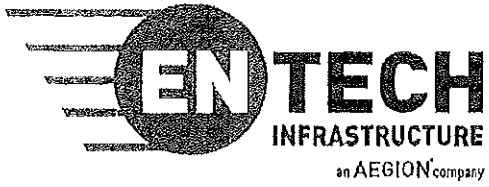
List all contracts substantially completed within the last 4 years, up to a maximum of 10 projects, in descending order of date of substantial completion.

Project & Location	Contract Type	Contract Amount (\$000)	Date Completed	Owner Reference & Tel. No.	Architect/Engineer Reference & Tel. No. (if different from owner)
Randolph Avenue Sanitary Sewer Lining (HUD-CD) City of Clifton , New Jersey	Sewer Cleaning, TV Inspections, CIPP Lining	\$205,800.00	01/2023	Michael J. Lardner City of Clifton - City Engineer 973-470-5793	
Miles Run Interceptor Rehabilitation Township of North Brunswick, New Jersey	Sewer Cleaning, TV Inspections, CIPP Lining	\$370,286.00	1/2023	Township of New Brunswick CME Associates Michael J. McClelland 732.727.8000	
Rehab/ Emergency Repair Storm, Sanitary & Combined Sewers using CIPP Yonkers , NY	Cleaning, Inspection and CIPP Lining	\$1,163,000.00	08/2022	City of Yonkers Bill Fin - 914-377-6036	
Cured in Place Sewer Lining 2022 - Village of Sleepy Hollow , NY	Cleaning, Inspection and CIPP Lining	\$116,400.00	6/2022	Village of Sleepy Hollow AI Engineers- Dan Paluso 914-631-8600 x504	
Clay Street Combined Sewer Separation Park St, Hackensack, NJ	Cleaning, Inspection and CIPP Lining	\$470,307.00	6/2022	City of Hackensack John - 201-646-3936	Suburban Consulting Dan Evans - 978-601-2506
D&R Sewer Rehabilitation Program West Windsor , Nj	Cleaning, Inspection and CIPP Lining	\$221,277.00	11/2021	Schaeffer, Nassar, Scheidegg Consulting Engineers, LLC Rami Nassar P.E 609-625-7400	
Slip Line Portion of the Existing Sanitary Sewer Mains City of Northfield	Cleaning, Inspection and CIPP Lining	\$167,042.00	08/2021	City of Somer Point Sewer Department. Steve Horing - 609.839.8311	Polistina & Associates Gary R. Auer - 609.646.2950 x 304
2019 Newark - Small Sewer Evaluation & Rehabilitation (1B) Sewer Rehab City of Newark , NJ	Cleaning, Inspection and CIPP Lining	\$1,503,740.00	06/2021	City of Newark Sewer Department Kareem Adeem - 973-733-5361	CDM Smith Sean McGowan - 914-310-8435









EN-TECH Infrastructure  
580 Goddard Avenue  
Chesterfield, MO 63005  
636.530.8000 | [Aeglon.com](http://Aeglon.com)

RESUMES  
OF KEY  
PERSONNEL

Gerhardt Rodenberger, Product Development Manager

---

EN-TECH Infra.	<p>April 2018 – present</p> <p>Previously En-tech Corp until acquisition June 2022. Responsible for managing all CIPP work, Watermain CIPP and pressure lining work, Carbon Fiber Repair and Lining. Manage wet-out facility for manufacturing, sales and customer support. Responsible for growth of the CIPP division in the NY/NJ area.</p>
FerraTex, Inc	<p>2013-April 2018</p> <p>Formed a new lining manufacturing company from the Spiniello Lining manufacturing facility. This company was developed to begin selling liners to CIPP customers around the country. Originally established with one wet out manufacturing facility and \$4M annual sales to 5 wet out facilities around the country and \$20M in annual sales.</p> <p>Responsibilities include: Budgets, Profitability, Sales support, Management of all wetout supervisors and future growth.</p>
Spiniello Companies	<p>2006-April 2018</p> <p>Technical Advisor</p> <p>With the primary responsibility of managing FerraTex, I remain active with technical support for Spiniello. Assisting with Bids, Project management as needed and any other technical support including difficult and technical projects</p>
Spiniello Companies	<p>2006 - 2013</p> <p>Division Manager of the CIPP Division</p> <p>Responsibilities include: Managing multiple projects and project managers. Overseeing the liner production Facility in Ambridge, PA. During the course work as division manager I grew the division from \$15M/year to \$40M/year.</p> <p>Managed one of the largest CIPP projects in the United States. A \$22M project in Baltimore, MD which consisted of lining 36,000LF of 36"-72" along a river through wet-lands. It was the Trenchless Technology project of the year 2010. Managed the nordi-tube pressure pipe lining crews. Oversaw watermain projects as well as force-mains and lining at VC Summer Nuclear Powerplant</p>
New Hope Pipe Liners, Inc.	<p>1995 - 2006</p> <p>Started out as project manager then became General Manger. Responsibilities include managing day to day operations of the projects as well as estimating projects, preparing budgets and P&amp;L statements for the company. Work history includes installation of over 1,000,000 lf of Liner. Installation experience with Polyethylene fold and formed liner as well as Cured-In-Place-Pipe. Installation sizes ranged from 6"-84". Lining in sanitary Sewers, storms sewers and potable watermains.</p>
New York Paving, Inc.	<p>1994 - 1995</p> <p>New York Paving, Inc. / Project Engineer / Utilities (water, sewer) emplacement, Shoring, Road building, Paving, /Responsible for assignment of Project Superintendents, Job Costs and Purchasing/Control of Materials</p>
Education	<p>University of Missouri - BSCE - 1994</p>

# Victor Cedeno

4 Ford St, South River, NJ 08882  
201-790-2954 – [cedenovictor93@gmail.com](mailto:cedenovictor93@gmail.com)

## RESUME OBJECTIVE

Project Manager/ Estimator with experience managing and estimating in infrastructure rehabilitation projects simultaneously in several cities, coordinating a workforce team, and performing budget allocation and analysis.

## PROFFESIONAL EXPERIENCE

En-Tech Infrastructure previously A.K.A En-Tech Corp, Closter, NJ/ March 2020 -- Present  
*PROJECT MANAGER*

- Coordinate cross functional team and third parties/vendors for the flawless execution of multiple projects.
- Develop a project plan to monitor and track progress
- Manage changes to the project scope, project schedule, and project costs using appropriate techniques
- Create and maintain comprehensive project documentation and administrative work for Pre- Award and During construction.
- Track project performance, analyze the successful completion of short and long-term goals using appropriate project management tools and techniques.
- Meet budgetary objectives and adjust project constraints based on financial analysis
- Reviews proposal specifications, drawings, attend pre-bid meetings, etc. to determine scope of work and required contents of estimate.
- Reviews and incorporates historical data from purchase orders, subcontracts, productivity analysis reports, etc. for bidding purposes.
- Prepares discipline estimates by calculating complete takeoff of scope of work. Calculates material quantity requirements from engineering drawing dimensions. Consults with clients, vendors, or other individuals to discuss and formulate estimates and resolve issues.
- Maintains knowledge of Company's values and strategic plan and support published corporate policies.

Spiniello Companies, Livingston, NJ / May 2019 – March 2020  
*PROJECT ENGINEER*

- Processed change orders
- Document control
- Coordination of laborers and sub-contractors
- Assist in schedule updates.
- Participate in weekly progress and coordination meetings
- Knowledge and experience with Heavy Jobs data management software
- Assist with estimates
- Preparation of weekly & monthly reports.
- Confirm and prepare monthly quantities and billings.
- Generated AutoCAD Drawing and As-Builds.
- Supervise the projects billing and invoices within a defined monthly cycle.
- Manage the overall financial success of each Project with a specific focus on cost, efficiency, and profitability.
- Generated analysis on production rates, cost to complete, and monthly projections.

## SELF EMPLOYED

Uber, New York, New York / June 2016 -- May 2019

Professional DJ, New York, New York / January 2012 - Present

- Managed and schedules events around education.
- Detailed Cost and Budget analysis of booked events.
- Appropriate Utilization of cash flow and investments for profitable revenue.
- Adequate Negotiations with proper margin of profit.

# **Victor Cedeno**

4 Ford St, South River, NJ 08882  
201-790-2954 – [cedenovictor93@gmail.com](mailto:cedenovictor93@gmail.com)

## **EDUCATION**

NEW JERSEY INSTITUTION OF TECHNOLOGY, Newark, NJ 07102  
*Bachelor of Science in Construction Engineering Technology*

## **CERTIFICATIONS**

- Concrete Field-Testing Technician – Grade I ACI- Issued July 2019
- Confined Space & Permit Required Confined Spaces Issued June 2019
- OSHA 30 Hour Construction Industry Issued June 2019

## **SKILLS**

- AutoCAD
- REVIT
- P6
- MS Office Suite
- Adobe/Visio
- Bluebeam
- Surveying
- Management

# Charlie Rodenberger

275 Magnolia Ave, Jersey City, NJ 07306  
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## PROFESSIONAL EXPERIENCE

### En-Tech Corp

#### *Project Manager*

Closter, NJ  
January 2020-Present

- Manage construction operations for all of the firm's contracts in NYC and the surrounding metropolitan area.
- Responsible for managing all phases of the contract life cycle: estimating/bidding; scheduling personnel, equipment, and materials; coordinating with various parties to ensure efficiency, cooperation, and safety; supervising and directing the actual construction activities; submitting data for billing.
- Responsible for database management and analysis. Use Microsoft Access and Excel daily. Also use PowerPoint, Word & Visio.

### Morgan Stanley NY

New York City,

#### *Corporate Treasury Summer Analyst*

Summer 2019

- Analyst for the Legal Entity Management team, functions included: DAI support; NPA approval & preparation; Funding Path organization; legal document review & signatory organization; creating aids on PowerPoint and Excel for various projects.
- Supported business activities for the Wealth/Investment Management Treasury team, functions included: cash flow analysis, metrics analysis, NPA approval preparation, weekly write-ups, and presentation support.
- Conducted a peer analysis for Morgan Stanley's Wealth Management Broker-Dealer by comparing the liquidity, capital, and regulatory requirements and current levels for various broker-dealers. Used this data to create and propose a final suggestion. Presented my findings to the Corporate Treasury department at the conclusion of the internship program.

### M.G. Brown & Associates - Ameriprise Financial Services, Inc. MD

Towson,

#### *Intern*

April 2018 - May 2018

- Assisted in managing the daily operations of the firm and communicated with clients to confirm transfers and meetings.
- Assisted financial advisor in choosing funds for a 401(k) plan that matched the client's risk level and target retirement date.

### Round Valley Financial, LLC - LPL Financial

Lebanon, NJ

#### *Finance Intern*

January 2018

- Used various financial planning software, including Riskalyze, BMoney, and BizEquity, to evaluate client's portfolios, value a local company and start accounts for new clients in order to prepare for client meetings.
- Created an in-depth plan to modernize the firm's website and marketing strategy to attract new clientele.

## EDUCATION

### Johns Hopkins University

Baltimore, MD

*Bachelor of Arts in Economics; Minors: Entrepreneurship & Management; Financial Economics*

December 2019

- GPA: 3.7; fulfilled degree requirements in 7 semesters.

### Alpha Delta Phi Literary Society

Baltimore, MD

*Board of Governors - Finance Committee, Recruitment Committee*  
2019

August 2017 - August

- Elected to the Board of Governors of the Alpha Delta Phi International Organization by the 186th Convention in Denver, CO.
- As Governor, responsible for overseeing and monitoring all undergraduate and alumni chapters in the US and Canada and attending quarterly Board Meetings to vote on and mandate policy impacting the organization as a whole and/or individual chapters. Responsibilities of the Board focus on expansion; discipline; public relations; managing budgets & insurance policies; organizing and running international leadership seminars and the annual convention.

### Johns Hopkins University Varsity Football

Baltimore, MD

#### *Running Back*

August 2016 - April 2018

- Two-time Centennial Conference Champions; undefeated regular season records; two NCAA DIII playoff appearances.

## EXTRACURRICULAR ACTIVITIES

### Pen Lucy Learning Center

KEEN (Kids Enjoy Exercise Now)

National Honor Society

*Math Tutor/Mentor*

*Volunteer*

*Math Tutor*

Baltimore, Fall 2019

Baltimore, Fall 2017

NJ, 2015-2016

## INTERESTS

Literature, Skiing, Hiking, Philosophy, Music

# Leandro F. Casador, B.S

North Bergen, NJ 07047

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[Leaf150@aol.com](mailto:Leaf150@aol.com)

## CONSTRUCTION PROJECT SPECIALIST

**Field and Office tested, solutions-driven construction project manager with experience in overseeing large scale civil and private architectural and engineered projects. Decisive and results-oriented with outstanding leadership and crisis management skills combined with sales leadership to stand alone and make timely decisions that positively impact project success. An engaging professional communicator with the ability to put others at ease, quickly building relationships based on mutual trust and benefit.**

### PROFESSIONAL EXPERIENCE

#### Project Engineer January 2021 – Present (En-Tech Corporation)

Director of multi-million-dollar projects in Infrastructure regarding Sewer and Water Mains. Using CIPP Lining Curing Method, running bypasses and coordinating with the clients on a day-to-day basis. Overseeing of 2 or more crews at a time depending on the project.

#### Senior Project Manager July '12 – January 2021 (CMS Construction)

Directing multiple teams in a construction environment, connecting employees in the field to the architects and engineers of projects with varying scopes of work, providing comprehensive leadership in and outside the work environment, and driving job acquisition from estimation to execution

#### Sales Manager May '08- July '12 (County Concrete Corp.)

Heading a sales team with knowledge in controlling inventory, net sales, and scheduling

#### Project Manager May '05 -May '08 (Underground Utilities)

Leading teams in a construction environment, providing "Takeoffs" on blueprints, conducting public bids, ordering materials, recording inventory on materials used

#### Foreman Apr. '03 -May '08 (Local 472 Labors Union)

Leading multiple crews, conducting "Takeoffs" on blueprints, and providing labor reinforcement

### PROFESSIONAL STRENGTHS

- Construction Project Management and Planning
- Instrumentation, Building, Machinery, Operation
- Hazard Identification & Waster Management
- Materials Arrangement & Management
- Risk Management
- Project Planning & Execution
- Leadership & Communication
- Cost Control & Management
- Organization & Time Management Skills
- Prioritize & Execute Tasks in High-pressured Environments
- Work Effectively in Team Oriented, Collaborative Environments
- Incident & Injury Free Training
- Determining Job Schedules/labor Requirements
- Negotiation of Change Orders, Quotes, Proposals, and Contracts
- Estimating Job Costs and Proposing Budget
- Bidding Processes
- Vendor, Subcontractor, and Client Relations

### ADDITIONAL QUALIFICATIONS

- Superior experience with client expectations
- Excellent Time Management Skills
- Outstanding Problem Solving Skills
- Multiple Multi-Million Dollar Project Execution
- Notary Public in State of New Jersey

### SPECIFIC EXPERIENCE

- Elizabeth River Flood Control (Ph. I) 1.2 Mil
- Elizabeth River Flood Control (Ph. II) 2.7 Mil
- Miller Evans Spray Park 1.8 Mil
- McDanolds Brook Flood Control (Ph. I&II) 2.1 Mil
- Kenah Field Improvements 1.8 Mil
- Linden Streetscape 1.1 Mil

### EDUCATION



**LANGUAGES**

English; Portuguese; Spanish

**REFERENCES**

Furnished upon request.



**AEGION CORPORATION AND SUBSIDIARIES**

**FINANCIAL STATEMENTS**

**DECEMBER 31, 2021**

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## FINANCIAL STATEMENT CONTENTS

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## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of  
Aegion Corporation:

### Opinion

We have audited the consolidated financial statements of Aegion Corporation and subsidiaries (the "Company"), which comprise the consolidated balance sheet as of December 31, 2021, and the related consolidated statements of operations and comprehensive (loss) income, statements of equity, and cash flows for the period from May 17, 2021 to December 31, 2021 (Successor Company), and for the period from January 1, 2021 to May 16, 2021 (Predecessor Company), and the related notes to the consolidated financial statements (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021, and the results of its operations and its cash flows for the period from May 17, 2021 to December 31, 2021 (Successor Company), and for the period from January 1, 2021 to May 16, 2021 (Predecessor Company), in accordance with accounting principles generally accepted in the United States of America.

### Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the financial statements are issued.

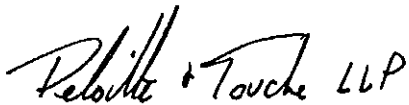
## Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

The image shows a handwritten signature in black ink that reads "PricewaterhouseCoopers LLP". The signature is written in a cursive, flowing style.

May 12, 2022

**AEGION CORPORATION AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**  
(in millions)

	2021	
	May 17 to December 31 Successor	January 1 to May 16 Predecessor
<b>Revenues</b>	\$ 549	\$ 281
Cost of revenues	438	216
<b>Gross profit</b>	111	65
Operating expenses	150	71
<b>Operating loss</b>	(39)	(6)
<b>Other income (expense):</b>		
Interest expense	(26)	(3)
Other	2	-
<b>Loss before tax benefit from continuing operations</b>	(63)	(9)
<b>Tax benefit on loss</b>	11	2
<b>Loss from continuing operations</b>	(52)	(7)
<b>Income from discontinued operations</b>	1	4
<b>Net loss</b>	(51)	(3)
<b>Non-controlling interests</b>	(2)	(1)
<b>Net loss attributable to Aegion Corporation</b>	\$ (53)	\$ (4)

The accompanying notes are an integral part of the consolidated financial statements.

**AEGION CORPORATION AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)**  
(in millions)

	2021	
	May 17 to December 31 Successor	January 1 to May 16 Predecessor
<b>Net loss attributable to Aegion Corporation</b>	\$ (53)	\$ (4)
<b>Other comprehensive loss:</b>		
Currency translation adjustments attributable to Aegion Corporation	(4)	3
Deferred gain recognized on derivative activity, net of tax (1)	-	2
Pension activity, net of tax (1)	2	-
<b>Total comprehensive income/(loss) attributable to Aegion Corporation</b>	\$ (55)	\$ 1

1-Taxes were \$0 for both the Successor and Predecessor periods.

The accompanying notes are an integral part of the consolidated financial statements.

**AEGION CORPORATION AND SUBSIDIARIES**  
**CONSOLIDATED BALANCE SHEET**  
(in millions)

December 31, 2021

<b>Assets</b>	
<b>Current assets</b>	
Cash and cash equivalents	\$ 41
Receivables, net of allowances of \$0	135
Retainage	36
Contract assets	52
Inventories	53
Prepaid expenses and other current assets	29
Assets held for sale	161
<b>Total current assets</b>	<b>507</b>
<b>Property, plant &amp; equipment, less accumulated depreciation</b>	<b>132</b>
<b>Other assets</b>	
Goodwill, less accumulated amortization	338
Intangible assets, less accumulated amortization	438
Right-of-use lease assets	50
Other non-current assets	5
<b>Total other assets</b>	<b>831</b>
<b>Total Assets</b>	<b>\$ 1,470</b>
<b>Liabilities and Equity</b>	
<b>Current liabilities</b>	
Accounts payable	\$ 44
Accrued expenses	78
Lease liabilities	14
Contract liabilities	37
Current maturities of long-term debt	9
Liabilities held for sale	27
<b>Total current liabilities</b>	<b>209</b>
<b>Long-term debt, less current maturities</b>	<b>647</b>
<b>Other liabilities</b>	
Lease liabilities	36
Deferred income tax liabilities	94
Other non-current liabilities	3
<b>Total other liabilities</b>	<b>133</b>
<b>Total liabilities</b>	<b>989</b>
 (See Commitments and Contingencies: Note 12)	
<b>Equity</b>	
Common stock, \$.001 par – shares authorized, issued and outstanding 1,000	0
Additional paid-in capital	526
Retained deficit	(53)
Accumulated other comprehensive loss	(3)
<b>Total stockholder equity</b>	<b>470</b>
Non-controlling interests	11
<b>Total equity</b>	<b>481</b>
<b>Total Liabilities and Equity</b>	<b>\$ 1,470</b>

The accompanying notes are an integral part of the consolidated financial statements.



AEGION CORPORATION AND SUBSIDIARIES  
CONSOLIDATED STATEMENTS OF EQUITY  
(in millions)

	Common Stock	Additional Paid-in Capital	Retained Earnings/(Deficit)	Accumulated Other Comprehensive Income/(Loss)	Stockholders' Equity	Non-controlling Interest	Total Equity
<b>Predecessor</b>							
January 1, 2021	\$ 0	\$ 102	\$ 327	\$ (29)	\$ 400	\$ 8	\$ 408
Net loss attributable to Aegion Corporation		-	(4)	-	(4)	-	(4)
Equity-based compensation		3	-	-	3	-	3
Repurchase of shares		(2)	-	-	(2)	-	(2)
Non-controlling interest income		-	-	-	-	1	1
Derivative transactions		-	-	2	2	-	2
Currency translation adjustment		-	-	3	3	-	3
May 16, 2021	\$ 0	\$ 103	\$ 323	\$ (24)	\$ 402	\$ 9	\$ 411
<b>Successor</b>							
May 17, 2021	\$ 0	\$ 525	\$ -	\$ (1)	\$ 524	\$ 9	\$ 533
Net loss attributable to Aegion Corporation		-	(53)	-	(53)	-	(53)
Non-controlling interest income		-	-	-	-	2	2
Additional contributions of equity		1	-	-	1	-	1
Pension		-	-	2	2	-	2
Currency translation adjustment		-	-	(4)	(4)	-	(4)
December 31, 2021	\$ 0	\$ 526	\$ (53)	\$ (3)	\$ 470	\$ 11	\$ 481

The accompanying notes are an integral part of the consolidated financial statements.

AEGION CORPORATION AND SUBSIDIARIES  
CONSOLIDATED STATEMENTS OF CASH FLOWS  
(in millions)

	2021	
	May 17 1 to December 31 Successor	January 1 to May 17 Predecessor
<b>Cash flows from operating activities:</b>		
Net income/(loss)	\$ (53)	\$ (4)
Non-controlling interest	2	1
Income/(loss) from discontinued operations	(1)	(4)
Loss from continuing operations	(52)	(7)
<b>Adjustments to reconcile net loss to net cash provided by/(used in) operating activities:</b>		
Depreciation and amortization	61	11
Amortization of loan fees	2	-
Equity-based compensation expense	-	3
Deferred income taxes	(14)	-
Gain on sale of businesses	(2)	-
<b>Changes in operating assets and liabilities which provided/(used in) cash</b>		
Receivables net, retainage and contract assets	(26)	10
Inventories	8	(3)
Prepaid expenses and other assets	(1)	-
Accounts payable, accrued expenses and lease liabilities	(26)	(5)
Contract liabilities	10	(11)
Other operating	4	13
Net cash provided by/(used in) operating activities of continuing operations	(36)	11
Net cash provided by/(used in) operating activities of discontinued operations	7	(16)
<b>Net cash provided by/(used in) operating activities</b>	<b>(29)</b>	<b>(5)</b>
<b>Cash flows from investing activities:</b>		
Capital expenditures	(16)	(6)
Proceeds from sale of fixed assets	1	-
Patent expenditures	1	-
Sale of businesses, net of cash disposed	13	8
Net cash provided by/(used in) investing activities of continuing operations	(1)	2
Net cash used in investing activities of discontinued operations	(9)	(2)
<b>Net cash provided by/(used in) investing activities</b>	<b>(10)</b>	<b>-</b>
<b>Cash flows from financing activities:</b>		
Additional contributions from investors	1	-
Repurchase of common stock	-	(2)
Proceeds from notes payable, net	-	1
Payments on line of credit, net	(10)	-
Principal payments on long-term debt	(2)	(6)
<b>Net cash used in financing activities</b>	<b>(11)</b>	<b>(7)</b>
Effect of exchange rate changes on cash and cash equivalents	(1)	-
<b>Net increase/(decrease) in cash, cash equivalents and restricted cash for the year</b>	<b>(51)</b>	<b>(12)</b>
Cash, cash equivalents and restricted cash, beginning of period	92	96
<b>Cash, cash equivalents and restricted cash, end of period</b>	<b>\$ 41</b>	<b>\$ 84</b>
<b>Supplemental disclosures of cash flow information:</b>		
<b>Cash paid/(received) for:</b>		
Interest	\$ 20	\$ 3
Income tax refunds	(2)	(1)

The accompanying notes are an integral part of the consolidated financial statements.

**AEGION CORPORATION AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**1. DESCRIPTION OF BUSINESS**

Aegion Corporation (the “Company”) combines innovative technologies with market leading expertise to maintain, rehabilitate and strengthen pipelines and other infrastructure around the world. Our Infrastructure Solutions business performs the majority of its work in the municipal water and wastewater pipeline sector using trenchless technologies to rehabilitate aging and damaged pipelines. Our Corrosion Protection business provides solutions to customers to enhance the safety, environmental integrity, reliability and compliance of their pipelines in the transmission and distribution network, especially in the oil and gas markets. The Company also maintains the efficient operation of refineries and other industrial facilities and provides innovative solutions for the strengthening of buildings, bridges and other structures. The Company believes that the depth and breadth of its products and services platform make Aegion a leading “one-stop” provider for the world’s infrastructure rehabilitation and protection needs.

Merger

On May 17, 2021, the Company was acquired by affiliates (the “Acquisition”) of New Mountain Capital, L.L.C. (“NMC”) a leading growth-oriented investment firm headquartered in New York. The Acquisition was valued at approximately \$1,211 million. Upon completion of the transaction, Aegion became a private company and shares of Aegion common stock are no longer listed on any public market. In connection with the merger, any unvested restricted stock units and performance stock units vested at a cash payment equal to \$30.00 per share.

Discontinued Operations

In December 2020, the Company’s board of directors approved a divestiture plan for the Energy Services business (“Energy Services”). This decision reflects an advancement of the Company’s strategy to expand its focus on core water and wastewater markets, while reducing its exposure to the oil and gas markets. The board of directors of the Company following the Acquisition renewed this commitment to divest Energy Services in the upcoming year. The results of the former Energy Services operating business are presented as discontinued operations and have been excluded from continuing operations. The Company has classified Energy Services’ assets and liabilities as held for sale on the Consolidated Balance Sheets as of December 31, 2021. See Note 6.

**2. ACCOUNTING POLICIES**

Principles of Consolidation

The consolidated financial statements include the accounts of the Company, its wholly-owned subsidiaries and majority-owned subsidiaries in which the Company is deemed to be the primary beneficiary. All intercompany transactions and balances have been eliminated.

Stepped-Up-Basis

The consolidated financial statements include a new basis of accounting as of the date of the Acquisition, May 17, 2021. On May 17, 2021, the historical cost basis of assets and liabilities were replaced with the fair value of the assets purchased and liabilities assumed by NMC. The balance sheet as of December 31, 2021 reflects this new basis. In addition, management has elected to record certain transactions, which are a result of the Acquisition, as “on-the-line” transactions and in neither the period from January 1 through May 16, 2021 (the “Predecessor” period) or the period from May 17 through December 31, 2021 (the “Successor” period). See note 4.

Accounting Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions. These estimates and assumptions can affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

### Accumulated Other Comprehensive Loss

As set forth below, the Company's accumulated other comprehensive loss is comprised of two main components: (i) currency translation and (ii) gains and losses associated with the Company's defined benefit plan in the United Kingdom (in millions):

	December 31, 2021	
Currency translation adjustments	\$	(4)
Pension activity		1
Total accumulated other comprehensive loss	\$	(3)

For the Company's international subsidiaries, the local currency is generally the functional currency. Assets and liabilities of these subsidiaries are translated into U.S. dollars using rates in effect at the balance sheet date while revenues and expenses are translated into U.S. dollars using average exchange rates. The cumulative translation adjustment resulting from changes in exchange rates are included in the Consolidated Balance Sheets as a component of "Accumulated other comprehensive loss" in total stockholders' equity.

### Taxation

The Company provides for estimated income taxes payable or refundable on current year income tax returns as well as the estimated future tax effects attributable to temporary differences and carryforwards, based upon enacted tax laws and tax rates. Valuation allowances are recorded against any deferred tax assets that are not likely to be realized in the future. The determination is based on the Company's ability to generate future taxable income and, at times, is dependent on its ability to implement strategic tax initiatives to ensure full utilization of recorded deferred tax assets. Should the Company not be able to implement the necessary tax strategies, it may need to record valuation allowances for certain deferred tax assets, including those related to foreign income tax benefits. Significant management judgment is required in determining the provision for income taxes, deferred tax assets and liabilities and any valuation allowances recorded against net deferred tax assets.

Tax benefits from an uncertain tax position may be recognized when it is more likely than not that the position will be sustained upon examination, including resolutions of any related appeals or litigation processes, based on the technical merits. In addition, this recognition model includes a measurement attribute that measures the position as the largest amount of tax benefit that is greater than 50% likely of being realized upon ultimate settlement.

The Company recognizes and adjusts its tax liabilities when judgment changes as a result of the evaluation of new information not previously available. Due to the complexity of some of these uncertainties, the ultimate resolution may result in a payment that is materially different from the current estimate of the tax liabilities. These differences will be reflected as increases or decreases to income tax expense in the period in which they are determined.

### Purchase Price Accounting

The Company accounts for its acquisitions utilizing the base cash purchase price plus the estimated fair value of any non-cash or contingent consideration given for an acquired business. The purchase price is allocated to the assets acquired (including identified intangible assets) and liabilities assumed based on the estimated fair values of such assets and liabilities. The excess of the total consideration over the aggregate net fair values assigned is recorded as goodwill. Contingent consideration, if any, is recognized as a liability as of the acquisition date with subsequent adjustments recorded in the consolidated statements of operations. Indirect and general expenses related to business combinations are expensed as incurred.

The Company determines the fair value of tangible and intangible assets acquired in a business combination using independent valuations that rely on management's estimates of inputs and assumptions that a market participant would use. Key assumptions include cash flow projections, growth rates, asset lives, and discount rates based on an analysis of weighted average cost of capital.

### Classification of Current Assets and Current Liabilities

The construction periods on projects undertaken by the Company generally range from less than one month to 24 months. However, some contracts may extend beyond one year. The Company includes certain amounts realizable and payable under construction contracts that may extend beyond one year in current assets and current liabilities.

### Cash, Cash Equivalents

The Company classifies highly liquid investments with original maturities of 90 days or less as cash equivalents. Recorded book values are reasonable estimates of fair value for cash and cash equivalents.

### Inventories

Inventories are stated at the lower of cost (first-in, first-out) or net realizable value. Actual cost is used to value raw materials and supplies. Standard cost, which approximates actual cost, is used to value work-in-process, finished goods and construction materials. Standard cost includes direct labor, raw materials and manufacturing overhead based on normal capacity. Certain businesses within the Company uses actual costs or average costs for all classes of inventory.

### Retainage

Many of the contracts under which the Company performs work contain retainage provisions. Retainage refers to that portion of revenue earned by the Company but held for payment by the customer pending satisfactory completion of the project. The Company generally invoices its customers periodically as work is completed. Under ordinary circumstances, collection from municipalities is made within 60 to 90 days of billing. In most cases, 5% to 15% of the contract value is withheld by the municipal owner pending satisfactory completion of the project. Collections from other customers are generally made within 30 to 45 days of billing. The Company believes that all amounts retained by customers under retainage provisions are fully collectible. Retainage on active contracts is classified as a current asset regardless of the term of the contract. Retainage is generally collected within one year of the completion of a contract, although collection can extend beyond one year from time to time.

### Credit Losses

The Company is exposed to credit losses primarily through sales of products and services. The Company has adopted the accounting standard found in Financial Accounting Standards Board ("FASB") Accounting Standard Codification ("ASC") Topic 326 *Current Expected Credit Losses*. The Company's expected loss allowance methodology for accounts receivable, including retainage, is developed using historical collection experience, current and future economic and market conditions and a review of the current status of customers' trade accounts receivables. Due to the short-term nature of such receivables, the estimate of amount of accounts receivable that may not be collected is based on aging of the accounts receivable balances and the financial condition of customers. Additionally, specific allowance amounts are established to record the appropriate provision for customers that have a higher probability of default. The Company's monitoring activities include timely account reconciliation, dispute resolution, payment confirmation, consideration of customers' financial condition and macroeconomic conditions. Balances are written off when determined to be uncollectable.

### Long-Lived Assets

Property, plant and equipment and other identified intangible assets (primarily customer relationships, patents and acquired technologies, trademarks, licenses and non-compete agreements) are recorded at cost, net of accumulated depreciation, amortization and impairment and are depreciated or amortized on a straight-line basis over their estimated useful lives. The Company has elected to use the accounting alternative for private companies and amortizes goodwill over a 10 year life. Changes in circumstances such as technological advances, changes to the Company's business model or changes in the Company's capital strategy can result in the actual useful lives differing from the Company's estimates. If the Company determines that the useful life of its property, plant and equipment or its identified intangible assets should be shortened, the Company would depreciate or amortize the net book value in excess of the salvage value over its revised remaining useful life, thereby increasing depreciation or amortization expense.

Long-lived assets, including property, plant and equipment and other intangible assets, are reviewed for impairment annually or whenever events or changes in circumstances indicate that the carrying value of an asset may not be recoverable. In the fourth quarter of 2021, management performed an impairment analysis and determined that no impairments were necessary of long-lived assets in 2021.

### Investments in Variable Interest Entities

The Company evaluates all transactions and relationships with variable interest entities (“VIE”) to determine whether the Company is the primary beneficiary of the entities. The Company has six VIEs of which it owns more than 50%, is the primary beneficiary and consolidated the results in the financial statements. There were no changes in the Company’s VIEs during 2021.

Financial data for consolidated variable interest entities are summarized in the following tables (in millions):

<b>Balance sheet data</b>	<b>December 31,</b>	
	<b>2021</b>	
Current assets	\$	31
Non-current assets		9
Current liabilities		13
Non-current liabilities		5

<b>Statement of operations data</b>	<b>2021</b>	
	May 17 to December 31 Successor	January 1 to May 16 Predecessor
<b>Revenues</b>	\$ 26	\$ 14
<b>Gross profit</b>	9	4
<b>Net income attributable to Aegion Corporation</b>	1	1

### Accounting Standards Updates

In March 2020, the FASB issued ASC Topic 848, *Reference Rate Reform: Facilitation of the Effects of Reference Rate Reform on Financial Reporting*, which provides temporary, optional expedients and exceptions for applying generally accepted accounting principles to contract modifications and hedging relationships affected by the expected market transition from the London Interbank Offered Rate (“LIBOR”) and other interbank offered rates to alternative reference rates. The update is effective upon issuance and can be applied through December 31, 2022. The Company does not expect this new guidance to have a material impact on the Company’s financial statements.

### **3. REVENUES**

The Company generates revenues from contracts with customers and applies the accounting standard found in FASB ASC Topic 606, *Revenue from Contracts with Customers* for all contracts.

#### Performance Obligations

A performance obligation is a promise in a contract to transfer a distinct good or service to the customer. A contract’s transaction price is allocated to each distinct performance obligation and recognized as revenue when, or as, the performance obligation is satisfied. For contracts in which construction, engineering and installation services are provided, there is generally a single performance obligation as the promise to transfer the individual goods or services is not separately identifiable from other promises in the contracts and, therefore, not distinct. The bundle of goods and services represents the combined output for which the customer has contracted. For product sales contracts with multiple performance obligations where each product is distinct, the Company allocates the contract’s transaction price to each performance obligation using its best estimate of the standalone selling price of each distinct good in the contract. For royalty license agreements whereby intellectual property is transferred to the customer, there is a single performance obligation as the license is not separately identifiable from the other goods and services in the contract.

The Company’s performance obligations are satisfied over time as work progresses or at a point in time. Revenues from products and services transferred to customers over time accounted for 88% and 87% of revenues for the Predecessor and

Successor periods, respectively. Revenues from construction, engineering and installation services are recognized over time using an input measure (e.g., costs incurred to date relative to total estimated costs at completion) to measure progress toward satisfying performance obligations. Incurred cost represents work performed, which corresponds with, and thereby best depicts, the transfer of control to the customer. Contract costs include labor, material and overhead. Revenues from maintenance contracts are structured such that the Company has the right to consideration from a customer in an amount that corresponds directly with the performance completed to date. Therefore, the Company to recognizes revenue in the amount to which it has the right to invoice. Revenues from royalty license arrangements are recognized either at contract inception when the license is transferred or when the royalty has been earned, depending on whether the contract contains fixed consideration. Revenues from stand-alone product sales are recognized at a point in time when control of the product is transferred to the customer. Revenues from these types of contracts accounted for 12% and 13% of revenues for the Predecessor and Successor periods, respectively.

#### Contract Estimates

Accounting for long-term contracts involves the use of various techniques to estimate total contract revenue and costs. For long-term contracts, the Company estimates the profit on a contract as the difference between the total estimated revenue and expected costs to complete a contract, and recognizes that profit over the life of the contract as costs are incurred. Contract estimates are based on various assumptions to project the outcome of future events that sometimes span multiple years. These assumptions include labor productivity and availability; the complexity of the work to be performed; the cost and availability of materials; the performance of subcontractors; and the availability and timing of funding from the customer.

The Company's contracts do not typically contain variable consideration or other provisions that increase or decrease the transaction price. In rare situations where the transaction price is not fixed, the Company estimates variable consideration at the most likely amount to which it expects to be entitled. The Company includes estimated amounts in the transaction price to the extent it is probable that a significant reversal of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is resolved. For royalty license agreements, the Company applies the sales-based and usage-based royalty exception and recognizes royalties at the later of: (i) when the subsequent sale or usage occurs; or (ii) the satisfaction or partial satisfaction of the performance obligation to which some or all of the sales-or usage-based royalty has been allocated. For contracts in which a portion of the transaction price is retained and paid after the good or service has been transferred to the customer, the Company does not recognize a significant financing component. The primary purpose of the retainage payment is often to provide the customer with assurance that the Company will perform its obligations under the contract, rather than to provide financing to the customer.

The Company's estimates of variable consideration and determination of whether to include estimated amounts in the transaction price are based largely on an assessment of anticipated performance and all information (historical, current and forecasted) that is reasonably available.

#### Contract Balances

The timing of revenue recognition, billings and cash collections results in billed accounts receivable, contract assets and contract liabilities on the Consolidated Balance Sheets. Contract assets represent work performed that could not be billed either due to contract stipulations or the required contractual documentation has not been finalized. Substantially all unbilled amounts are expected to be billed and collected within one year.

For fixed fee and time-and-materials based contracts, amounts are billed as work progresses in accordance with agreed-upon contractual terms, either at periodic intervals or upon achievement of contractual milestones. Generally, billing occurs subsequent to revenue recognition, resulting in contract assets. For some royalty license arrangements, minimum amounts are billed over the license term as quarterly royalty amounts are determined. This results in contract assets as the Company recognizes revenue for the license when the license is transferred to the customer at contract inception. The Company's contract liabilities consist of advance payments, billings in excess of revenue recognized and deferred revenue.

The Company's contract assets and contract liabilities are reported in a net position on a contract-by-contract basis at the end of each reporting period. Advance payments, billings in excess of revenue recognized and deferred revenue are each classified as current.

Net contract assets (liabilities) consisted of the following: contract assets of \$52 million and contract liabilities of \$37 million or a net contract asset of \$15 million. Substantially all the contract liabilities, \$37 million, will be recognized in revenues in 2022.

#### 4. ACQUISITIONS AND DISPOSITIONS

##### Acquisition by NMC

On May 17, 2021, NMC acquired Aegion for \$1,211 million by purchasing all outstanding shares and paying off \$216 million in outstanding debt of Company, which was in part financed through a new credit facility. This resulted in new equity of \$526 million and new debt of \$685 million. The Company has elected to apply pushdown accounting in its standalone financial statements as of the change-in-control date. Accordingly, the Company presents on-the-line financial statements reflecting the change in control-in-control transaction.

Within the on-the-line financial statements Aegion recorded \$40 million in expense including \$20 million for deal contingent outside services, \$11 million in compensation related costs triggered by the change in control primarily from the conversion of restricted stock units and performance units for key management personnel and \$7 million from the settlement of the interest rate swaps (see note 9) and \$2 million for unamortized credit facility fees

The Company revalued at fair value all of the assets and liabilities as of May 17, 2021. The Successor period reflects the costs and activities as well as the recognition of assets and liabilities at their fair values pursuant to the election of pushdown accounting as May 17, 2021.

The Company's fair value of assets and liabilities as of May 17, 2021, is as follows (in millions):



May 17, 2021

<b>Assets</b>	
<b>Current Assets</b>	
Cash and cash equivalents	\$ 92
Receivables	118
Retainage	30
Contract assets	61
Inventories	62
Prepaid expenses and other current assets	42
Assets held for sale	172
<b>Total current assets</b>	<b>577</b>
<b>Property, plant &amp; equipment</b>	<b>133</b>
<b>Other Assets</b>	
Goodwill	368
Intangible assets	465
Right-of-use lease assets	53
Other non-current assets	12
<b>Total other assets</b>	<b>898</b>
<b>Total Assets</b>	<b>\$ 1,608</b>
<b>Liabilities and Equity</b>	
<b>Current Liabilities</b>	
Accounts payable	\$ 47
Accrued expenses	97
Lease liabilities	14
Contract liabilities	27
Current maturities of long-term debt	2
Liabilities held for sale	36
<b>Total current liabilities</b>	<b>223</b>
<b>Other liabilities</b>	
Lease liabilities	39
Deferred income tax liabilities	110
Other non-current liabilities	16
Non-controlling interests	9
<b>Total other liabilities</b>	<b>174</b>
<b>Total liabilities</b>	<b>397</b>
<b>Net Investment</b>	<b>\$ 1,211</b>

#### Sale of Fyfe North America and Europe

In December 2021, the Company sold certain working capital, equipment and intangible assets of our Fyfe North America and Europe businesses for \$23 million. The sale of these assets resulted in a \$2 million gain on sale of assets.

## 5. SUPPLEMENTAL BALANCE SHEET INFORMATION

### Inventories

Inventories are summarized as follows (in millions):

	<b>December 31,</b>
	<b>2021</b>
Raw materials and supplies	\$ 26
Work-in-process	3
Finished products	8
Construction materials	16
<b>Total</b>	<b>\$ 53</b>

### Property, Plant and Equipment

Property, plant and equipment consisted of the following (in millions):

	<b>Estimated</b>	<b>December 31,</b>
	<b>Useful Lives</b>	<b>2021</b>
	<b>(Years)</b>	
Land and land improvements		\$ 8
Buildings and improvements	5 — 40	21
Machinery and equipment	4 — 10	77
Furniture and fixtures	3 — 10	12
Autos and trucks	3 — 10	22
Construction in progress		9
		149
Less – Accumulated depreciation		(17)
<b>Property, plant &amp; equipment, less accumulated depreciation</b>		<b>\$ 132</b>

Depreciation expense from continuing operations was \$7 million and \$18 million in the Predecessor and Successor, respectively.

## 6. DISCONTINUED OPERATIONS AND ASSETS AND LIABILITIES HELD FOR SALE

### Discontinued Operations

In December 2020, the Company's board of directors approved a plan to sell its Energy Services operating business. Energy Services has operations in the United States. The decision to divest the business was reaffirmed by Aegion's board of directors after the acquisition of Aegion by NMC on May 17, 2021. The results of the former Energy Services business are presented as discontinued operations and, as such, have been excluded from continuing operations for both the Predecessor and Successor periods. Financial information included in net income (loss) from discontinued operations for the former Energy Services business is as follows (in millions):

	May 17 to December 31 Successor	January 1 to May 16 Predecessor
<b>Revenues</b>	\$ 150	\$ 116
Cost of revenues	133	103
<b>Gross profit</b>	17	13
Operating expenses	14	8
<b>Operating income</b>	3	5
<b>Other income (expense):</b>		
Other	(1)	-
<b>Income before tax benefit</b>	2	5
<b>Income tax expense</b>	(1)	(1)
<b>Income from discontinued operations</b>	\$ 1	\$ 4

#### Assets Held for Sale

The Company holds its Energy Services business for sale at December 31, 2021. The relevant asset and liability balances are accounted for as held for sale and measured at the lower of carrying value or fair value less cost to sell. In the event the Company is unable to sell the assets and liabilities or sells them at a price or on terms that are less favorable than currently anticipated, the Company could incur impairment charges or a loss on disposal.

The following table provides the components of assets and liabilities held for sale (in millions):

**December 31, 2021**

<b>Assets</b>	
Receivables, net of allowances of \$0	\$ 25
Contract assets	7
Prepaid expenses and other current assets	2
Property, plant & equipment	2
Goodwill	51
Intangible assets	67
Right-of-use lease assets	7
<b>Total assets held for sale</b>	<b>\$ 161</b>
<b>Liabilities</b>	
Accounts payable	\$ 5
Accrued expenses	15
Operating lease liabilities	7
<b>Total liabilities held for sale</b>	<b>\$ 27</b>

## 7. LEASES

The Company has adopted the accounting standard found in FASB ASC Topic 842 *Leases*. The Company's lease portfolio includes operational field locations, administrative offices, equipment, vehicles and information technology equipment. The majority of the Company's leases have remaining lease terms of 1 year to 20 years, some of which include options to extend the leases for 5 years or more. Right-of-use assets are presented within "Right-of-use assets" on the Consolidated Balance Sheet.

Lease assets and liabilities are recognized based on the present value of lease payments over the lease term at inception. For purposes of calculating lease liabilities, lease terms may be deemed to include options to extend or terminate the lease when it is reasonably certain that the Company will exercise that option. At the Acquisition date, the Company's leases were analyzed for fair value and adjusted accordingly. A portion of the Company's real estate, equipment and vehicle leases is subject to periodic changes in the Consumer Price Index, LIBOR or other market index. The changes to these indexes are treated as variable lease payments and recognized in the period in which the obligation for those payments is incurred. Because most leases do not provide an explicit rate of return, the Company utilizes its incremental secured borrowing rate on a lease-by-lease basis in determining the present value of lease payments at the commencement date of the lease.

The following table presents the components of lease expense (in millions):

	2021	
	May 17 to December 31 Successor	January 1 to May 16 Predecessor or
Operating lease cost	\$ 9	\$ 7
Finance lease cost	3	0
Short-term lease cost	9	7
<b>Total lease costs</b>	<b>\$ 21</b>	<b>\$ 14</b>

Lease liabilities under non-cancellable leases were as follows (in millions):

	December 31, 2021	
2022	\$	16
2023		13
2024		10
2025		6
2026		4
Thereafter		6
Total lease obligations		55
Less: Imputed interest		5
<b>Total discounted lease liabilities</b>	<b>\$</b>	<b>50</b>

The weighted-average remaining lease term is 4.68 years, and the weighted-average discount rate is 3.99% at December 31, 2021.

## 8. GOODWILL AND INTANGIBLE ASSETS

### Goodwill

The Company had Goodwill of \$211 million on January 1, 2021. The company did not amortize goodwill in the Predecessor period in 2021. On May 17, 2021, after purchase accounting, the goodwill balance of \$368 million was allocated to continuing operations. Goodwill of \$8 million was disposed of in connection with the sale of the Fyfe North America and Europe sale in the Successor period. Goodwill is being amortized over straight-line over 10 years. Goodwill amortization of \$23 million was recorded in the Successor period. Goodwill amortization expense is expected to be \$36 million in each of the next five years for goodwill.

### Intangible Assets

Intangible assets consisted of the following (in millions):

	December 31, 2021			
	Weighted Average Useful lives (Years)	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Customer relationships	15	\$ 230	\$ (10)	\$ 220
Proprietary Processes	15	154	(7)	147
Trade names	15	74	(3)	71
Total intangible assets	—	\$ 458	\$ (20)	\$ 438

The Company had net intangible assets of \$57 million on January 1, 2021. Amortization expense from continuing operations was \$3 million in the Predecessor period in 2021. On May 17, 2021, the fair value assigned to intangible assets was \$465 million for continuing operations. Intangible assets of \$7 million were sold as part of Fyfe North America and Europe sale in the Successor period. Amortization expense from continuing operations was \$20 million in the Successor period in 2021. Estimated intangible asset amortization expense projected annually for each of the next five years is \$31 million.

## 9. LONG-TERM DEBT AND CREDIT FACILITY

Long-term debt consisted of the following (in millions):

	December 31, 2021
Term note, due May 17, 2028, annualized rate of 5.50%	\$ 673
Other notes with interest rates from 2.25% to 7.75%	2
<b>Subtotal</b>	675
Less – Current maturities of long-term debt	9
Less – Unamortized loan costs	19
<b>Total</b>	\$ 647

Required principal payments for each of the next five years are summarized as follows (in millions):

	December 31, 2021
2022	\$ 9
2023	7
2024	7
2025	7
2026	7
Thereafter	638
<b>Total</b>	<b>\$ 675</b>

### Financing Arrangements

The Company started 2021 with a \$650 million senior secured credit facility with a syndicate of banks. On May 17, 2021, as part of the New Mountain Capital transaction the debt was repaid and the Company replaced this credit facility. The Company wrote-off \$2 million in deferred financing costs related to the \$650 million facility and recorded this in “Interest expense” on-the-line.

The Company’s new credit facility put into place on May 17, 2021, includes a \$675 million 7-year term note and a 5-year \$75 million revolver. The term note bears interest at 4.75% plus LIBOR, with a LIBOR floor of 75 basis points. The term note amortizes 0.25% per quarter (or 1% annually) and started amortizing in fourth quarter 2021. On December 31, 2021, the Company had \$673 million outstanding on the term loan with an applicable interest rate of 5.50%. Borrowings under the credit facility are collateralized with all equity interests of the Company and its subsidiaries along with substantially all of the Company’s assets and the Company is subject to certain operating limitations which, among other things, place limitations on indebtedness, liens, investments, mergers and acquisitions, dispositions of assets and dividends.

As of December 31, 2021, the Company had \$25 million in letters of credit issued and outstanding under the \$75 million revolver, leaving \$50 million available. The revolver bears interest on a sliding scale of LIBOR (with a LIBOR floor of 75 basis points) plus between 3.25% and 3.75% depending on the Company’s leverage ratio. The applicable interest rate of 4.75% plus facing fees of 0.125% on letters of credit. The Company’s commitment fee can slide between 0.25% and 0.50% depending on its leverage ratio. The applicable rate at December 31, 2021 on the \$50 million available was 0.50%.

In the Successor period, the Company paid expenses of \$22 million associated with the credit facility and recorded this amount as a contra-liability in long term debt. The fees were prorated between the 7-year term loan and 5-year revolver and are being amortized. The Company recorded \$2 million in “Interest expense” in the Successor period related to this amortization.

The Company started 2021 with two interest rate swap agreements. These agreements were settled on May 17, 2021, with the implementation of the new credit agreement. Cash of \$7 million was used to settle of the swap agreements and was expensed on-the-line.

The credit facility is subject to certain financial covenants, including a consolidated financial leverage ratio. Subject to the specifically defined terms and methods of calculation as set forth in the credit facility’s credit agreement, the financial covenant requirements, as of December 31, 2021, were defined as follows:

A consolidated financial leverage ratio compares consolidated funded indebtedness to EBITDA (as defined in the credit facility) with a maximum amount not to exceed 8.40 to 1.00. At December 31, 2021, the Company’s consolidated financial leverage ratio was 5.00 to 1.00. The Company had the capacity to borrow up to \$50 million of additional debt. At December 31, 2021, the Company was in compliance with all of its financial covenants as required under the credit facility.

## 10. EQUITY

In the Predecessor period the Company repurchased \$2 million worth of treasury stock and immediately retired the shares. In the Predecessor period the company recorded compensation expense of \$3 million for restricted share units and performance units. No equity compensation has been recorded in the Successor period.

## 11. TAXES ON INCOME

Loss before tax benefit from continuing operations is as follows (in millions):

	2021	
	May 17 to December 31 Successor	January 1 to May 16 Predecessor
Domestic	\$ (74)	\$ (13)
Foreign	11	4
Loss before tax benefit from continuing operations	\$ (63)	\$ (9)

(Provisions)/benefits for taxes on income/(loss) from continuing operations consists of the following components (in millions):

	2021	
	May 17 to December 31 Successor	January 1 to May 16 Predecessor
Current:		
Federal	\$ -	\$ 2
Foreign	(5)	1
State	(2)	(2)
Subtotal	(7)	1
Deferred		
Federal	12	3
Foreign	1	(2)
State	5	-
Subtotal	18	1
Total	\$ 11	\$ 2

The reconciliation between the U.S. federal statutory income tax rate of 21% and our income tax expense from continuing operations is as follows (in millions):

	2021	
	May 17 to December 31 Successor	January 1 to May 16 Predecessor
Income benefit at U.S. federal statutory tax rate	\$ 12	\$ 1
Increase (decrease) in taxes resulting from:		
Change in valuation allowance	-	(1)
State income taxes, net of federal benefit	3	1
Acquisitions/divestitures	-	(1)
Changes in taxes accrued	1	1
Foreign tax rate differences	(3)	-
Goodwill	(3)	-
Recognition in uncertain tax positions	-	1
Other matters	1	-
<b>Total</b>	<b>\$ 11</b>	<b>\$ 2</b>

Deferred taxes are recognized for temporary differences between the financial reporting bases and tax bases of assets and liabilities based on enacted tax rates expected to be in effect when such amounts are realized or settled. However, deferred tax assets are recognized only to the extent that it is more likely than not that they will be realized based upon consideration of available evidence, including future reversals of existing taxable temporary differences, future projected taxable income, the length of the tax asset carryforward periods, and tax planning strategies.

Net deferred taxes consisted of the following (in millions):

	December 31, 2021
Deferred income tax assets:	
Foreign tax credit carryforwards	\$ 8
General business credit carryforwards	2
Net operating loss carryforwards	23
Accrued expenses	18
Right-of-use lease liabilities	13
Total gross deferred tax assets	64
Less valuation allowance	(8)
Total net deferred income tax assets	56
Deferred income tax liabilities:	
Property, plant and equipment	(12)
Intangible assets	(121)
Right-of-use lease assets	(13)
Other	(2)
Total deferred income tax liabilities	(148)
Total net deferred income tax liabilities	\$ (92)

The Company's deferred tax assets and liabilities, netted by tax jurisdiction, are in the following balance sheet captions: \$2 million in "Other non-current assets" and \$94 million in "Deferred income tax liabilities."

The Company's deferred tax assets at December 31, 2021 included \$23 million in federal, state and foreign net operating loss ("NOL") carryforwards. These NOLs include \$12 million, which if not used will expire between the years 2022 and 2041, and \$11



million that have no expiration dates. The Company also has deferred tax amounts related to foreign tax credit carryforwards of \$8 million, of which, \$1 million will expire in 2025 if not used, \$4 million will expire in 2029 if not used, \$2 million will expire in 2030 if not used and \$1 million will expire in 2031 if not used. The Company also has deferred tax amounts related to general business credit carryforwards of \$2 million, of which, \$1 million will expire in 2039 if not used and \$1 million will expire in 2040 if not used.

As of December 31, 2021, a valuation allowance of \$8 million has been recorded to record only the portion of the deferred tax asset that is more likely than not to be realized. The amount of the deferred tax asset considered realizable; however, could be adjusted if estimates of future taxable income during the carryforward period are reduced or increased or if objective negative evidence in the form of cumulative losses by tax jurisdiction is no longer present and additional weight may be given to subjective evidence such as our projections for growth.

At this time, the Company does not intend to distribute earnings in a taxable manner; and therefore, intends to limit distributions to: (i) earnings previously taxed in the U.S.; (ii) earnings that would qualify for the 100 percent dividends received deduction; or (iii) earnings that would not result in significant foreign taxes. As a result, the Company has not recognized a deferred tax liability on any remaining undistributed foreign earnings as of December 31, 2021.

The Company is subject to taxation in the United States, various states and foreign jurisdictions. With few exceptions, the Company is no longer subject to U.S. federal, state, local or foreign examinations by tax authorities for years before 2017.

## 12. COMMITMENTS AND CONTINGENCIES

### Litigation

The Company is involved in certain litigation incidental to the conduct of its business and affairs. Management, after consultation with legal counsel, does not believe that the outcome of any such litigation, individually or in the aggregate, will have a material adverse effect on the Company's consolidated financial condition, results of operations or cash flows.

### Purchase Commitments

The Company had no material purchase commitments at December 31, 2021.

### Guarantees

The Company has many contracts that require the Company to indemnify the other party against loss from claims, including claims of patent or trademark infringement or other third-party claims for injuries, damages or losses. The Company has agreed to indemnify its surety against losses from third-party claims of subcontractors. The Company has not previously experienced material losses under these provisions and, while there can be no assurances, currently does not anticipate any future material adverse impact on its consolidated financial position, results of operations or cash flows.

The Company regularly reviews its exposure under all its engagements, including performance guarantees by contractual joint ventures and indemnification of its surety. As a result of the most recent review, the Company has determined that the risk of material loss is remote under these arrangements and has not recorded a liability for these risks at December 31, 2021 on its consolidated balance sheet.

### Retirement Plans

Approximately 1,000 of our U.S. employees participate in multi-employer retirement plans. Substantially all of the Company's remaining U.S. employees are eligible to participate in one of the Company's sponsored defined contribution savings plans, which are qualified plans under the requirements of Section 401(k) of the Internal Revenue Code. Company contributions to the U.S. plans were \$2 million and \$3 million for the Predecessor period and Successor period, respectively.

The Company has an obligation associated with a contributory defined benefit pension plan located in the United Kingdom. The plan is frozen and employees no longer accrue benefits under the plan. However, the Company continues to be obligated to fund prior period benefits. Both the pension expense and funding requirements for Predecessor and Successor periods were immaterial to the Company's consolidated financial position and results of operations. The plan assets and benefit obligation at December 31, 2021 were approximately \$10 million and \$7 million, respectively. The Company used a discount rate of 1.95% for

the evaluation of the pension liability. The Company recorded an asset associated with the overfunded status of this plan of approximately \$3 million, which is included in other long-term assets at December 31, 2021.

### **13. GEOGRAPHIC INFORMATION**

The Company's sales were approximately 70% from the United States, 20% from Canada and the remaining 10% split between Asia and Europe in both the Predecessor and Successor periods. The sales of Energy Services recorded in discontinued operations were 100% from the United States in both the Predecessor and Successor periods. The Company's assets were approximately 85% from the United States with the balance from Canada, Asia and Europe.

### **14. DERIVATIVE FINANCIAL INSTRUMENTS**

As a matter of policy, the Company uses derivatives for risk management purposes and does not use derivatives for speculative purposes. From time to time, the Company may enter into foreign currency forward contracts to hedge foreign currency cash flow transactions. For cash flow hedges, gain or loss is recorded in the Consolidated Statements of Operations upon settlement of the hedge. All of the Company's hedges that are designated as hedges for accounting purposes were highly effective; therefore, no notable amounts of hedge ineffectiveness were recorded in the Company's Consolidated Statements of Operations for either the settlement of cash flow hedges or the outstanding hedged balance. On May 17, 2021, the Company closed all previously outstanding hedges and recorded the remaining \$7 million of expense on-the-line. At December 31, 2021, the Company's had no cash flow hedges outstanding. The Company presents derivative instruments in the consolidated financial statements on a gross basis. Deferred losses were recorded in other non-current liabilities and other comprehensive income (loss) on the Consolidated Balance Sheets. The net periodic change of the Company's cash flow hedges was recorded on the foreign currency translation adjustment and derivative transactions line of the Consolidated Statements of Equity.

The Company also engages in regular inter-company trade activities and receives royalty payments from certain of its wholly-owned entities, paid in local currency, rather than the Company's functional currency, U.S. Dollars. The Company utilizes foreign currency forward exchange contracts to mitigate the currency risk associated with the anticipated future payments from certain of its international entities. No contracts were utilized during 2021.

### **15. SUBSEQUENT EVENT**

Subsequent events have been evaluated through May 12, 2021, which is the date the financial statements were available to be issued.



BID PROPOSAL FOR: 2023 BIGHT LANE (FROM SOUTH OF BROADWAY TO RIVER ROAD)  
DRAINAGE SYSTEM REHABILITATION USING CIPP LINER

Bidder: EN-TECH INFRASTRUCTURE LLC  
91 RUCKMAN ROAD  
CLOSTER, NEW JERSEY, 07624

Deliver Bid To: TOWN OF ORANGETOWN  
26 ORANGEBURG ROAD  
ORANGEBURG, NY 10962

TOWN OF ORANGETOWN  
260 2ND ST. 2ND FL. 12  
TOWN OF ORANGETOWN

DUE

Date: 2/17/2023

Time: 10:30 AM

**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](mailto: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: February 17, 2023

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 Bid/ Bight Lane Drainage System Rehabilitation

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Please place the following item on the February 21, 2023, Town Board Agenda:

**RESOLVED**, that upon the recommendation from the Superintendent of Highways and the Commissioner of DEME, the bid of February 17, 2023 for the Bight Lane Drainage System Rehabilitation using (CIPP) is hereby awarded to En-Tech Corp., Closter, NJ the lowest qualified bidder in the amount of \$334,710 to be charged to Account # \_\_\_\_\_.



Agreement between the Town of Orangetown and New York City Football Club  
For use of Field Space at the Orangetown Soccer Complex

The Town of Orangetown (Town), as the owner of the Orangetown Soccer Complex located at 175 Old Orangeburg Road, Orangeburg, New York, 10962 hereby grants permission to New York City Football Club, LLC (NYCFC) a New York corporation having offices at 600 Third Avenue, 30<sup>th</sup> Floor, New York, NY 1016, for soccer training purposes under the terms and conditions set forth in this agreement (“Agreement”).

1. The Town of Orangetown grants access to the NYCFC to one (1) Playing Field (defined below) at the Orangetown Soccer Complex beginning on February 1, 2023 and ending on December 15, 2023 (“Term”) for soccer training purposes only. No competitive matches against other teams shall be permitted except for scrimmage “Training Games” scheduled by NYCFC from time to time during the Term. For the purposes of this agreement “Training Games” shall mean friendly, unofficial training scrimmages played with (i) only NYCFC players; or (ii) NYCFC players and players from third-party teams. Field use will be permitted only between the hours of 11 a.m. to 1 p.m., Monday through Friday. NYCFC shall have access to the Clubhouse restroom facilities during these time periods. The playing field granted to NYCFC pursuant to the terms of this section shall be the field labeled as “Daily Field” in the map attached hereto as Exhibit A (“Playing Field”).

2. NYCFC is aware of and hereby acknowledges that there is an Agreement dated as of February 9, 2016 between the Town of Orangetown and the Orangetown Metro Sports Club (OMSC) (Formerly known as OMM) for use of the Town facilities. It is understood that the use of a playing field under this agreement will not interfere with field use scheduled by OMSC, or by the Town of Orangetown Parks and Recreation Department for resident recreation activities. Notwithstanding anything to the contrary herein, at all times Town of Orangetown youth sports programs and community activities will be given priority with regard to field use and scheduling as determined by the Town of Orangetown. NYCFC shall work directly with the Town and OMSC for any necessary scheduling adjustment during the Term. Notwithstanding anything to the contrary in this Agreement, the parties hereto acknowledge and agree that NYCFC shall have access to the Playing Field Monday through Friday from 11am to 1PM throughout the Term, or some other continuous two (2) hour period on such days a determined by NYCFC and Town or OMSC, as applicable, in good faith discussions. In no event will NYCFC be denied access to the Playing Field for less than a continuous two (2) hour period between the hours of 9am and 5pm Monday through Friday during the Term.

3. NYCFC shall indemnify and hold harmless the Town, its officers, agents, and employees or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any action or omissions of NYCFC, its officers, agents, and employees, or any of them, as a result of its use of the field under the terms of this Agreement.

4. NYCFC shall secure and maintain commercial general liability insurance for the entire term of this Agreement to cover all NYCFC uses of the site and related uses. Said insurance shall be in the amount of not less than Two Million dollars (\$2,000,000.00) per occurrence bodily injury/property damage and Three Million dollars (\$3,000,000.00) aggregate. The Town shall be named additional insured for said policy or

policies, and such policies shall provide for notice by the insurance company to the Town of any termination or cancellation of a policy at least thirty (30) days in advance.

5. Due to the nature of the request and use of the Playing Field for training purposes by NYCFC as detailed in this Agreement, notwithstanding anything to the contrary regarding field use fees as set by the Town of Orangetown, NYCFC will pay a fee to the Town in the amount of \$30,000.00 ("Fee") for the use of the field in accordance with the terms of this Agreement, as per the payment schedule below:

March 1, 2023:                 \$30,000.00

6. The Town may cancel this Agreement and permission for NYCFC to use the field at any time, upon fifteen (15) days' written notice to NYCFC, for any reason. Upon cancellation of this Agreement, Town shall provide NYCFC with a pro-rata refund of any of the Fee paid by NYCFC prior to such cancellation.

Dated: February \_\_\_\_\_,  
2023

Orangeburg, NY

\_\_\_\_\_

New York City Football Club, LLC  
Jennifer O'Sullivan  
Chief Operating Officer

\_\_\_\_\_

Supervisor, Town of Orangetown  
Town Board Resolution 2023-\_\_\_\_\_

Acknowledged by:

\_\_\_\_\_

Orangetown Metro Sports Club, Inc.

Exhibit A  
World Class Map



# Order Summary

## Order

Order  
#0008151  
Transaction Date  
2/2/2023  
Grand Total  
\$825.00

## Registration for Peter Stallone

CBF423DT: BACKFLOW PREVENTION DEVICE INSPECTORS/TESTER TRAINING  
4/18/2023 8:00 AM

Session	CBF423DT Register
Quantity	1
Total Price	\$825.00

## Total Details

Grand Total	\$825.00
Total Payment (MC ending in 2814)	\$825.00
Balance	\$0.00



# You're all set, Peter!

---

**Confirmation number: 87134707**

We sent the details to pstallone@orangetown.com.

## Hotel Information



### DoubleTree by Hilton Hotel Syracuse

6301 State Route 298 East Syracuse, New York 13057 USA

+1 315-432-0200

## Stay Information

**17** APR MON — **21** APR FRI

Check-in: 4:00 PM

Check-out: 11:00 AM

Early check-in cannot be guaranteed. Contact the hotel to inquire about early check-in or late check-out.

## Guest information

**Peter Stallone**

Hilton Honors#: 1742542218

---

**1 room for 2 adults**

**1 King Bed Nonsmoking - Honors Discount**

Total room charge \$671.68

Total taxes \$100.75

**Total for stay: \$772.43**

---

Payment



2814 Jan 2027

## Guarantee Policy

There is a Credit Card

If you use a debit/credit card account for the full anticipated amount to be owed to the hotel, including estimated incidentals, through your

date of check-out and such hold may not be released for 72 hours from the date of check-out or longer at the discretion of your card issuer.

## Cancellation Policy

Free cancellation before 11:59 PM local hotel time on 16 Apr 2023.

At check in, the front desk will verify your check-out date. Rates quoted are based on check-in date and length of stay. Should you choose to depart early, price is subject to change.

We reserve the right to cancel or modify reservations where it appears that a customer has engaged in fraudulent or inappropriate activity or under other circumstances where it appears that the reservations contain or resulted from a mistake or error.

Totals listed here are estimated based on current taxes and exchange rates (if applicable) and do not include additional fees/charges that may be incurred during your stay.

## Optional services for an additional charge

### Self parking

Complimentary

### Pets

Pets allowed, \$50.00 non-refundable fee, 50 lbs maximum, Pet friendly. Green space on grounds

 Need Help?



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

PERMIT # 23-SP-001

RECEIVED

EVENT NAME: Flying Dutchmen 5k

JAN 25 2023

APPLICANT NAME: Patrick Driscoll

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

ADDRESS: 15 Dutch Hill Rd. Orangeburg NY 10962

PHONE # 845-304-6015 CELL # 845-304-6015 FAX # \_\_\_\_\_

CHECK ONE: PARADE \_\_\_\_\_ RACE/RUN/WALK  OTHER \_\_\_\_\_

The above event will be held on Sat. March 18<sup>th</sup> from 9:00 to 10:15 RAIN DATE: None

Location of event: Tappan Zee High School

Sponsored by: Tappan Zee track + field Telephone #: 845-304-6015

Address: 15 Dutch Hill Rd Orangeburg, NY 10962

Estimated # of persons participating in event: 150 runners vehicles 0

Person (s) responsible for restoring property to its original condition: Name-Address-Phone #:

Pat Driscoll, 15 Dutch Hill Rd. Orangeburg 845-304-6015

Signature of Applicant: Patrick Driscoll Date: 01/18/23

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Letter of Request to Town Board requesting aid for event - Received On: 1/25/23

Certificate of Insurance - Received On: 1/25/23

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit: Y/N - Received On: X

Rockland County Highway Dept. Permit: Y/N - Received On: X

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

Route/Map/Parking Plan: Y/N - Received On: 1/25/23

RFS #: 55491 BARRICADES /N CONES: Y/ TRASH BARRELS: Y/ OTHER: X

APPROVED: [Signature] DATE: 1/26/23  
Superintendent of Highways

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

Show Mobile: Y/N - Application Required: \_\_\_\_\_ Fee Paid - Amount/Check # \_\_\_\_\_

Port-o-Sans: Y/N Other: \_\_\_\_\_

APPROVED: [Signature] DATE: 1/30/23  
Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

Police Detail: Y/N: Auxiliary Police Items: \_\_\_\_\_

APPROVED: [Signature] DATE: 1/31/23  
Chief of Police

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

Workshop Agenda Date: 2/21/23 Approved On: \_\_\_\_\_ TBR #: \_\_\_\_\_

RECEIVED  
JAN 31 2023  
Orangetown Police Department

RECEIVED

FEB 02 2023

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

January 18, 2023

RECEIVED

Town of Orangetown  
26 Orangeburg Road  
Orangeburg, NY 10962

JAN 25 2023

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

To Whom it May Concern:

The Tappan Zee HS Cross Country team plans on holding its 10<sup>th</sup> Annual "Flying Dutchmen 5k" on Saturday March 18, 2023 from 9:00am- 10:00am. As in the past we have attached the appropriate permit application and request that the following items if they could be provided.

**From the Highway Department:**

Barricades at the following locations:

- 3- Parkway Drive South and Carlton Road
- 3- Parkway Drive South and Convent Road
- 3- Parkway Drive North and Blauvelt Road

**From the Orangetown Police Department:**

5 Auxiliary Police Officers for Safe Crossings throughout the route.

Any questions or concerns may be directed to my cell #: 845-304-6015

Regards,



Patrick Driscoll  
Tappan Zee High School  
Boys & Girls Cross Country

RECEIVED

**Flying Dutchmen 5k Race Route March 18, 2023**

JAN 25 2023

Start at North entrance to high school: Bataan Rd.

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

Go on Dutch Hill Rd, Make immediate right onto Carlton.

Make Right on Parkway Drive.

Make left onto Blauvelt Rd.

Turn around by Theodore Roosevelt Dr.

Come back towards Tappan Zee High School the same way.

Finish is in Tappan Zee High School back parking lot.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/15/2022

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).

<b>PRODUCER</b> Haylor Freyer & Coon, Inc. 1402 Washington St. Watertown NY 13601	<b>RECEIVED</b>  <b>JAN 25 2023</b>	<b>CONTACT NAME:</b> Renee Lucidi	
		<b>PHONE (A/C, No, Ext):</b> 315-782-3090	<b>FAX (A/C, No):</b>
		<b>E-MAIL ADDRESS:</b> rlucidi@haylor.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		<b>INSURER A:</b> Republic Franklin Insurance Co.	12475
		<b>INSURER B:</b> Utica National Ins.of Texas	43478
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**INSURED**  
 South Orangetown Central School District  
 District; 160 Van Wyck Rd  
 Blauvelt NY 10913

SOUTHORANG  
**TOWN OF ORANGETOWN  
 HIGHWAY DEPARTMENT**

**COVERAGES**

CERTIFICATE NUMBER: 2041081080

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:	Y	Y	CPP5520413	7/1/2022	7/1/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		BAC5526853	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		CULP5526854	7/1/2022	7/1/2023	EACH OCCURRENCE	\$ 15,000,000
							AGGREGATE	\$ 15,000,000
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 GL Blanket Additional Insured with Waiver of Subrogation form 8E3042NY and Primary and Non-Contributory Per Endorsement form CG2001 as required by written contract.

Auto Blanket Additional Insured form 8E3143 when required by written contract.  
 Certificate Holder included as additional insured per form.  
 Use of premises/facilities for the District's events during the policy period.

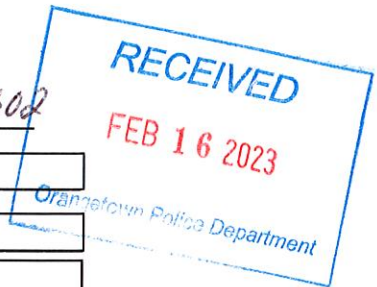
**CERTIFICATE HOLDER****CANCELLATION**

Town of Orangetown 26 Orangeburg Road Orangeburg NY 10962	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 
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TOWN OF ORANGETOWN  
SPECIAL USE PERMIT FOR USE OF TOWN PROPERTY/ITEMS

PERMIT # 23-SP-002



JAN 27 2023

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

EVENT NAME: Rockland County Ancient Order of Hibernians - St. Patrick's Day Parade

APPLICANT NAME: William Young

ADDRESS: 28 Railroad Avenue, Pearl River, NY 10965

PHONE #: (973) 222-0470 CELL # (973) 222-0470 FAX #

CHECK ONE: PARADE  RACE/RUN/WALK  OTHER

The above event will be held on 03/19/2023 from 11:00am to 5:00pm RAIN DATE: None

Location of event: Crooked Hill Road to Middletown Road to Central Avenue West to Main Street

Sponsored by: Rockland Ancient Order of Hibernians Telephone #: (973) 222-0470

Address: 28 Railroad Avenue, Pearl River, NY 10965

Estimated # of persons participating in event: 50,000+ vehicles 12

Person (s) responsible for restoring property to its original condition: Name-Address-Phone #:

William Young, 28 Railroad Avenue, Pearl River, NY 10965 (973) 222-0470 cell

Signature of Applicant: William P. Young Date: 01/27/2023

**GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)**

Letter of Request to Town Board requesting aid for event - Received On: 1/10/23

Certificate of Insurance - Received On: 1/27/23

**FOR HIGHWAY DEPARTMENT USE ONLY:**

Road Closure Permit:  Y  N - Received On: 1/27/23

Rockland County Highway Dept. Permit:  Y  N - Received On: 1/27/23

NYS DOT Permit: Y / N - Received On: \_\_\_\_\_

Route/Map/Parking Plan:  Y  N - Received On: 1/27/23

RFS #: 55500 BARRICADES:  Y  N CONES:  Y  N TRASH BARRELS:  Y  N OTHER: Painting of Green Stripes, Message Board Enhanced Security Perimeter

APPROVED: [Signature] 1-31-23 21-30-23 DATE: \_\_\_\_\_  
Superintendent of Highways

**FOR PARKS & RECREATION DEPARTMENT USE ONLY:**

Show Mobile:  Y  N - Application Required: yes Fee Paid - Amount/Check # \_\_\_\_\_

Port-o-Sans:  Y  N: yes Other: \_\_\_\_\_

APPROVED: [Signature] DATE: 2/16/22  
Superintendent of Parks & Recreation

**FOR POLICE DEPARTMENT USE ONLY:**

Police Detail:  Y  N: See of plan Items: \_\_\_\_\_

APPROVED: [Signature] DATE: 2/16/2023  
Chief of Police

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

Workshop Agenda Date: 2/21/23 Approved On: \_\_\_\_\_ TBR #: \_\_\_\_\_

**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](mailto:highwaydept@orangetown.com)

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

**JAN 27 2023**

**TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT**

**ROAD CLOSING PERMIT APPLICATION  
Section 139 Highway Law**

NAME William Young DATE 01/27/2023

COMPANY Rockland County Ancient Order of Hibernians - St. Patrick's Day Parade

ADDRESS 28 Railroad Avenue, Pearl River, NY 10965

TELEPHONE (973) 222-0470

**(INCLUDE 24 HOUR EMERGENCY NUMBERS)**

ABOVE MENTIONED PARTY REQUESTS PERMISSION TO CLOSE:

Crooked Hill Road to Middletown Road to Central Avenue West to Main Street

(Address number and name of road)

(Intersecting streets and/or description of exact location)

REASON FOR CLOSING Annual Parade

DATE OF CLOSING Sunday, March 19, 2023 RAIN DATE None

TIME ROAD WILL BE CLOSED 11:00 AM to 5:00 PM

WILL ROAD BE OPEN TO LOCAL TRAFFIC? No

WILL ROAD BE OPEN TO EMERGENCY VEHICLES? Yes

**TRAFFIC CONTROL PLAN: PLEASE PROVIDE A DETAILED MAP AND DESCRIPTION OF DETOUR.**

PRELIMINARY APPROVAL *[Signature]* DATE 1.31.23 2.3.23

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 • SOUTH NYACK



CLEAN STREETS = CLEAN STREAMS





# CERTIFICATE OF LIABILITY INSURANCE

OP ID: MM

DATE (MM/DD/YYYY)

01/19/2023

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 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).

<b>PRODUCER</b> Raymond Sheridan Financial Inc 19 E. Washington Ave. Pearl River, NY 10965 Raymond Sheridan		<b>RECEIVED</b>  <b>JAN 27 2023</b>	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____ <b>PRODUCER CUSTOMER ID #: HIBER-1</b>	
<b>INSURED</b> ROCKLAND COUNTY AOH PO BOX 182 PEARL RIVER, NY 10965 TOWN OF ORANGETOWN HIGHWAY DEPARTMENT			<b>INSURER(S) AFFORDING COVERAGE</b>	
				NAIC #
		INSURER A: <b>Capitol Specialty Ins Co</b>		111111
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		


**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSR	WVD					
A	GENERAL LIABILITY							
	<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	X		356B009613	03/19/2023	03/20/2023	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>50,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>1,000,000</b>	
	AUTOMOBILE LIABILITY							
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DEDUCTIBLE \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$	
	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	N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**ST. PATRICK'S DAY 3/19/2023**

**CERTIFICATE HOLDER IS ADDITIONAL INSURED**

<b>CERTIFICATE HOLDER</b>  ORANG-1  TOWN OF ORANGETOWN 26 ORANGEBURG RD ORANGEBURG, NY 10962	<b>CANCELLATION</b>  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 Raymond Sheridan 
--	--

RECEIVED APPROVED

JAN 27 2023

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: Rockland County Ancient Order of Hibernians - St. Patrick's Day Parade

Date (s): 03/19/2023 Time (s): 11:00AM to 5:00PM No. of Participants: 50,000+

Type of Event (check all that apply):

Filming  Parade or Procession  Assemblage  Festival  Other \_\_\_\_\_

<u>Location</u> (Specify Highways by Street Name and/or Route Number)	<u>Municipality</u> (Towns, Villages)
Crooked Hill Rd to Middletown Rd to Central Ave West to Main Street	Town of Orangetown - Pearl River

Applicant Information:

Rockland County Ancient Order of Hibernians  
Applicant (individual, organization, group)

28 Railroad Avenue  
Mailing Address

Pearl River, NY 10965  
City, State, Zip Code

william.young@pseg.com  
Email Address

William P. Young  
Authorized Representative (if different from Applicant)

(973) 222-0470 cell  
Telephone Number (including area code)

(973) 222-0470 cell  
Cell Phone Number (including area code)

\_\_\_\_\_  
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

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Barricades along the parade route will be supplied by the Orangetown Highway Dept.

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Orangetown Police Dept and other outside law enforcement agencies will be directing traffic up until the start of the parade and will open up the streets at its conclusion.

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

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None required.

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

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Request was made to Town Supervisor Kenny of Orangetown for approval; notification will be made in local newspaper publications and on the internet (i.e. - Facebook).

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

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Parade officials will coordinate all activities through the directions of the Orangetown Police Dept and Emergency Services personnel.

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

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Ambulances will be prepositioned throughout the parade route. A command center will be operational to receive calls for services and assign EMS assets. Due to extreme crowds, patients will be accessed by foot or Gator (golf cart).

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

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Orangetown Police Dept and other outside law enforcement agencies will be patrolling the parade route for crowd control.

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

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Police cars, Ambulances, Highway Dept vehicles, Gator (golf cart).

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 1

Total Amount \$ 500.00

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.

*William P. Young*

Applicant's Representative's Signature

01/24/2023

Date

Application Received By:

*Matthew Ciralli*

RCHD Representative's Signature

01/25/2023

Date

Application Approved By:

*[Signature]*

RCHD Superintendent of Highways

1/25/2023

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

JAN 10 2023

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

ANCIENT ORDER OF HIBERNIANS IN AMERICA  
Organized in New York City, May 4, 1836  
PARADE COMMITTEE  
ROCKLAND COUNTY A.O.H.  
P.O. Box 182  
Pearl River, New York 10965

January 12, 2023

Supervisor and Town Board Members  
Town of Orangetown  
26 Orangeburg Road  
Orangeburg, New York 10962

Dear Supervisor Kenny,

As winter marches on, we start to look forward to the St. Patrick's Day Parade in March 2023. We respectfully request permission to hold the Parade in Pearl River on Sunday, March 19, 2023.

As in the past, we request permission for the Orangetown Highway Department to aid us by providing:

1. Necessary trash barrels
2. Barricades along the line of march > Highway
3. Painting of the green stripe
4. Sound system and personnel to assist
5. Town showmobile
6. Porta-sans; costs to be shared with the A.O.H., Town paying for 14/ > Parks

The Ancient Order of Hibernians will provide a Certificate of Insurance to the Town. We thank you in advance for Orangetown's continued support. If you have any questions, please call my cell phone at (973) 222-0470.

Very truly yours,

*William P. Young*

William P. Young  
Vice President – Rockland County A.O.H.  
[William.Young@pseg.com](mailto:William.Young@pseg.com)  
(973) 222-0470



CERTIFICATE OF LIABILITY INSURANCE

OP ID: MM

DATE (MM/DD/YYYY)
01/19/2023

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Raymond Sheridan Financial Inc
INSURED: ROCKLAND COUNTY AOH
INSURER(S) AFFORDING COVERAGE: Capitol Specialty Ins Co
NAIC #: 111111

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes sections for GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIAB, and WORKERS COMPENSATION.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
ST. PATRICK'S DAY PARADE 3/19/2023

CERTIFICATE HOLDER IS ADDITIONAL INSURED
CERTIFICATE HOLDER: COUNTY OF ROCKLAND HIGHWAY DEPARTMENT

CANCELLATION section containing text about cancellation notice and an authorized representative signature for Raymond Sheridan.

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**TOWN OF ORANGETOWN  
FINANCE OFFICE MEMORANDUM**

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**TO:** THE TOWN BOARD  
**FROM:** JEFF BENCIK, *DIRECTOR OF FINANCE*  
**SUBJECT:** AUDIT MEMO  
**DATE:** 2/16/2023  
**CC:** DEPARTMENT HEADS



The audit for the Town Board Meeting of 2/21/2023 consists of 4 warrants for a total of \$14,362,132.58.

The first warrant had 14 vouchers for \$12,713,802 and was for special district funding.

The second warrant had 22 vouchers for \$152,027 and had the following items of interest (2022 items).

1. Collier's Engineering & Design (p1) - \$21,645 for culvert design.
2. Commissioner of Finance (p1) - \$37,400 for Police Academy.
3. D&E Uniforms (p3) - \$30,425 for Police uniforms..
4. Eagle Point Gun (p4) - \$6,055 for Police ammunition.
5. Precision Electric Motor Works (p7) - \$14,865 for rebuild of sewer pump.
6. Siemen's Industry (p8) - \$11,068 for building maintenance contracts.
7. Zarin & Steinmetz (p8) - \$9,339 for HNA project.

The third warrant had 6 vouchers for \$146,376 and had the following items of interest.

8. Feerick, Nugent, Maccartney (p1) - \$40,000 for legal settlement.
9. JP Morgan Equipment Finance (p1) - \$53,828 for Energy performance contract.

The fourth warrant had 131 vouchers for \$1,349,926 and had the following items of interest.

10. All-Bright Electric(p2) - \$10,700 for street light maintenance contract.
11. Beckmann Appraisals (p8) - \$15,000 for tax certiorari defense.
12. Goosetown Enterprises (p20) - \$11,050 for Police equipment leases.
13. Hayden Building Maintenance (p21) - \$61,750 for Blue Hill roof repairs.
14. Johnson Controls (p23) - \$7,224 for HVAC service town hall.

15. Lothrop Associates (p27) - \$25,083 for new town hall.
16. NYPA (p29) - \$23,192 for streetlight project.
17. NYS Dept. of Civil Service (p32) - \$955,974 for healthcare benefits.
18. Orange & Rockland (p34) - \$6,897 for upgrade of power service at pump station.
19. Pace analytical services (p34) - \$5,545 for sewer chemical testing.
20. Pearl River School District (p34) - \$45,000 to return a duplicate payment for SRO.
21. Slack Chemical Company (p35) - \$17,020 for sewer chemicals.
22. SOS Fuels (p36) - \$6,321 for heating oil.
23. Trius Inc. (p44) - \$27,754 for Highway equipment (bonded).
24. Virtuit Systems (p47) - \$10,255 for IT consultant.

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

Jeffrey W. Bencik, CFA

845-359-5100 x2204



**WARRANT**

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<b>Warrant Reference</b>	<b>Warrant #</b>	<b>Amount</b>
Approved for payment in the amount of		
	020623	\$ 12,713,802.00
	122622	\$ 152,027.50
	021023	\$ 146,376.92
	022123	\$ 1,349,926.16
		\$ 14,362,132.58

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

**APPROVAL FOR PAYMENT**

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**AUDITING BOARD**

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Councilman Gerald Bottari

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Councilman Paul Valentine

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Councilman Thomas Diviny

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Councilman Brian Donohue

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Supervisor Teresa M. Kenny