



**TOWN OF ORANGETOWN**  
**TOWN CLERK**  
**26 W ORANGEBURG ROAD**  
**ORANGEBURG, NEW YORK 10962**  
**[www.orangetown.com](http://www.orangetown.com)**

**ROSANNA SFRAGA**  
**TOWN CLERK**

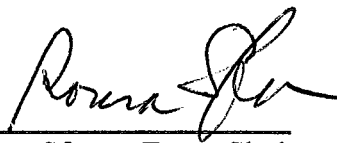
**TEL: 845.359.5100 x 5004**  
**FAX: 845.359.5126**  
**email: [townclerk@orangetown.com](mailto:townclerk@orangetown.com)**

**PLEASE TAKE NOTICE** that the Town Board of the Town of Orangetown will conduct a Public Hearing on Tuesday November 14, 2023 in the Town Hall, Town of Orangetown, 26 Orangeburg Road, Orangeburg, New York, at 7:10 p.m. or as soon thereafter as possible, on the following matter:

To authorize the Town to undertake to take appropriate action to remedy a hazardous condition, pursuant to Town Code §24C-15, and to charge the cost thereof to the property owner on the next regular tax bill pursuant to Town Code §24C-15(B) at the property located at 202 Old Pascack Road, Pearl River, NY 10965, Tax Lot Section 68.14 Block 2 Lot 28. The last known owners and/or persons responsible for said property being Dorothy Gorman and Mary Gorman.

At the Public Hearing, all persons will be given an opportunity to be heard.

Dated: Orangeburg, New York  
October 26, 2023

  
\_\_\_\_\_  
Rosanna Sfraga, Town Clerk

TOWN OF ORANGETOWN  
Building Department  
20 Greenbush Road  
Orangeburg, New York 10962  
Tel. (845) 359-8410

## **NOTICE TO REMEDY VIOLATION**

To: **Frank Gorman**  
**62 Sheridan Avenue**  
**Seaside Heights, NJ 08751**

RE: 202 Old Pascack Road, Pearl River, NY 10965 Tax lot 68.14, Block 2, Lot 28

This is to notify you pursuant to Chapter 24C §24C-4(A) and §24C-6(D) of the Code of the Town of Orangetown that the above referenced property located at 202 Old Pascack Road, Pearl River, NY 10965, is in violation of the following Sections of the Code of the Town of Orangetown:

**Town of Orangetown Code Sections §24C-4(A), §24C-6(D):**

The owner, occupant or tenant of any privately owned property within the unincorporated portion of the Town of Orangetown shall comply with the following:

- The premises shall be properly maintained and landscaped. Lawns or other ground cover shall be kept trimmed to a height of no greater than 12 inches. Hedges, bushes and shrubs shall be maintained and kept from becoming overgrown and unsightly where exposed to public view and where the same constitute a blighting factor, depreciating adjoining property and impairing the appearance of the neighborhood.
- The exterior of every structure or accessory structure not inherently resistant to decay, including fences, shall be maintained in good repair, and all surfaces thereof shall be kept painted or otherwise provided with a protective coating sufficient to prevent structural deterioration and to maintain appearance. The same shall be maintained free of broken glass, loose shingles, crumbling stone or brick, excessive peeling paint or other conditions reflective of deterioration or inadequate maintenance to the end that the property itself may be preserved, safety and fire hazards eliminated and adjoining properties and the neighborhood protected from blighting influences.

To Wit: I did an inspection on the property October 19, 2023 at 1:35 PM and found the following:

- The grass to be greater than 12 inches in height after measuring it.
- The house has excessive peeling paint, missing shingles, broken windows and doors and the siding and rim joist are rotted and deteriorated.

**TAKE NOTICE, pursuant to §24C-13, §24C-14, §24C-15 and Chapter 43 §10.21D of the Code of the Town of Orangetown, that you are hereby NOTIFIED to remedy this violation and REMOVE the aforementioned on or before November 9, 2023.**

**TAKE FURTHER NOTICE, that upon your failure, neglect or refusal to act as directed herein, you may also be subject to the issuance of a violation and appearance ticket requiring your appearance in Court to answer same.**

Dated: October 27, 2023  
Orangeburg, NY

  
Michael Acheson  
Assistant Building Inspector  
Town of Orangetown  
(845) 359-8410 Extension 4320



**TOWN OF ORANGETOWN**  
**Building Department**  
**20 Greenbush Road**  
**Orangeburg, New York 10962**  
**Tel. (845) 359-8410**

## **NOTICE TO REMEDY VIOLATION**

To: **Frank Gorman**  
**62 Sheridan Avenue Unit 5**  
**Seaside Heights, NJ 08751**

RE: 218 Old Pascack Road, Pearl River, NY 10965 Tax lot 68.14, Block 2, Lot 30

This is to notify you pursuant to Chapter 24C §24C-4(A) and §24C-7(A)(B) of the Code of the Town of Orangetown that the above referenced property located at 218 Old Pascack Road, Pearl River, NY 10965, is in violation of the following Sections of the Code of the Town of Orangetown:

**Town of Orangetown Code Sections 24C-4(A), 24C-7(A)(B):**

The owner, occupant or tenant of any privately owned property within the unincorporated portion of the Town of Orangetown shall comply with the following:

- The premises shall be properly maintained and landscaped. Lawns or other ground cover shall be kept trimmed to a height of no greater than 12 inches. Hedges, bushes and shrubs shall be maintained and kept from becoming overgrown and unsightly where exposed to public view and where the same constitute a blighting factor, depreciating adjoining property and impairing the appearance of the neighborhood.
- When a building permit has been issued for the construction, enlargement, alteration, removal, improvement, demolition or conversion of any building or structure in the unincorporated portion of the Town of Orangetown, the site shall be maintained in a neat, safe and orderly condition and manner.
- Scrap wood located on the site shall be neatly stacked. Building and construction material located on the site shall be neatly stacked and properly stored.

To Wit: I did an inspection on the property October 19, 2023 at 1:40 PM and found the following:

- The grass is greater than 12 inches in height after measuring it.
- The construction site is not being maintained in a neat, safe and orderly condition and manner.
- Building and construction material located on the site is not being neatly stacked and properly stored.

**TAKE NOTICE, pursuant to §24C-13, §24C-14, §24C-15 and Chapter 43 §10.21D of the Code of the Town of Orangetown, that you are hereby NOTIFIED to remedy these violations and REMOVE the aforementioned on or before November 9, 2023.**

**TAKE FURTHER NOTICE, that upon your failure, neglect or refusal to act as directed herein, you may also be subject to the issuance of a violation and appearance ticket requiring your appearance in Court to answer same.**

Dated: October 27, 2023  
Orangeburg, NY

  
Michael Acheson  
Assistant Building Inspector  
Town of Orangetown  
(845) 359-8410 Extension 4320



OFFICE OF BUILDING, ZONING, PLANNING,  
ADMINISTRATION AND ENFORCEMENT

## **TOWN OF ORANGETOWN**

20 GREENBUSH ROAD • ORANGEBURG, NEW YORK 10962

Jane C. Slavin, R.A.  
Director

(845)359-8410

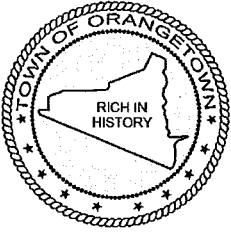
Fax: (845)359-8526

### **218 Old Pascack Road Pearl River, NY 10965**

- **Owners- Dorothy Gorman, Frank Gorman, Mary Gorman and Lu Gorman. All deceased.**
- **Property maintenance violations since May 10, 2011.**
- **Issued the son, Frank Gorman, 2 Summonses on March 20, 2018 for property maintenance violations. He plead guilty and was fined.**
- **Issued the son 2 Summonses on July 29, 2021 for property maintenance violations. His lawyer petitioned the court to be removed from the case and was granted permission. Frank Gorman stopped showing up to court and there is now a warrant for his arrest.**
- **All lawn and property maintenance has ceased.**
- **There is no mortgage on the property so there is no Bank to take over property maintenance.**
- **The property is in arrears \$90,000 for property taxes.**

### **202 Old Pascack Road Pearl River, NY 10965**

- **Owners- Dorothy Gorman and Mary Gorman.**
- **Property maintenance violations since April 4, 2019.**
- **Issued the nephew, Frank Gorman, 3 summonses on August 31, 2020 for property maintenance violations. He plead guilty and was fined.**
- **Issued the nephew 3 summons on July 29, 2021 for property maintenance violations. His lawyer petitioned the court to be removed from the case and was granted permission. Frank Gorman stopped showing up to court and there is now a warrant for his arrest.**
- **All lawn and property maintenance has ceased.**
- **There is no mortgage on the property so there is no Bank to take over property maintenance.**
- **The property is in arrears \$81,000 for property taxes.**



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To authorize the Town to undertake to take appropriate action to remedy a hazardous condition, pursuant to Town Code §24C-15, and to charge the cost thereof to the property owner on the next regular tax bill pursuant to Town Code §24C-15(B) at the property located at 218 Old Pascack Road, Pearl River, NY 10965, Tax Lot Section 68.14 Block 2 Lot 30. The last known owners and/or persons responsible for said property being Dorothy Gorman, Frank Gorman, Lu Gorman and Mary Gorman.

At the Public Hearing, all persons will be given an opportunity to be heard.

Dated: Orangeburg, New York  
October 26, 2023

  
\_\_\_\_\_  
Rosanna Sfraga, Town Clerk

# BECKMANN APPRAISALS, Inc.

67 MAIN STREET

TAPPAN, NEW YORK 10983

REAL PROPERTY APPRAISERS, ANALYSTS AND CONSULTANTS

---

William R. Beckmann, MAI, CRE, FRICS, Certified General Real Estate Appraiser  
Ann Marie Mulholland, Certified General Real Estate Appraiser

(845) 359-0070  
fax (845) 359-3652

[www.beckmannappraisals.com](http://www.beckmannappraisals.com)

Via Email Only  
[rmagrino@orangetown.com](mailto:rmagrino@orangetown.com)

October 20, 2023

Robert V. Magrino, Town Attorney  
Town of Orangetown  
26 Orangeburg Road  
Orangeburg, New York 10962

RE: 149 Piermont Avenue (Olson Center), South Nyack  
Tax ID#: 66.54-2-11

Dear Mr. Magrino:

This letter will serve as our proposal and, provided it is accepted by you within thirty days of this date, our letter of agreement to appraise the real property noted above for the purpose of determining the fee simple fair market value. The purpose of the appraisal is to estimate value for potential purchase and for no other use or purpose. It is our understanding the subject property improved with a substantially depreciated residence on approximately 8.2 acres of land located in the Village of South Nyack, Town of Orangetown, Rockland County, New York.

Our analysis will be prepared in conformity with the Code of Professional Ethics, the Standards of Professional Appraisal Practice, and the Supplemental Standards of Professional Appraisal Practice of the Appraisal Institute as well as the Uniform Standards of the Professional Appraisal Foundation. Our analysis also may be subject to any special assumptions and limiting conditions which may become apparent during the course of the assignment.

You and/or the client shall be required to cooperate with us and promptly provide to us, on request, all information and data reasonably required by us to prepare our evaluations including but not limited to operating and financial information with respect to the subject, demolition costs, tax bills, access to the properties and such other information as we may request.

Our fee for the professional services in preparation of a restricted use analysis is \$3,500 to be paid upon completion of the appraisal report.

All invoices when presented shall be immediately due and payable. In the event payment is not made within 30 days of invoicing the outstanding balance shall be payable with interest at the rate of 1½% per month.

If these arrangements are satisfactory, you may authorize the assignment by signing this letter as accepted and returning it, after which our professional services shall commence.

We appreciate your consideration of our firm and look forward to working with you on this assignment.

Very truly yours,

A handwritten signature in cursive script that reads "William Beckmann".

William R. Beckmann, MAI, CRE

Accepted by Robert V. Magrino, Town Attorney on behalf of the Town of Orangetown:

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This Sales Order ("**Sales Order**") is dated as of the latest date set forth under the signatures below and is between EV Connect, Inc. (**EVC**) and the undersigned buyer ("**Buyer**") for the sale of subscription(s) to the EVC Service.

**EVC**

Company Name: EV Connect Inc.

Billing Address: 615 North Nash Street, Suite 203  
El Segundo, CA USA 90245

Billing Phone: (888) 780-0062

**Buyer**

Company Name: Orangetown Billing

Address: 26 Orangeburg Road  
Orangeburg New York 10962

Billing Phone: 845 359 5100

To ensure our Deployment Team can follow up with you post-sale, please fill out the below details surrounding the location of your stations, and who we should contact with any questions:

Site Name \*

Town of Orangetown

Site Contact Name \*

Bridgit Hohlfield

Site Contact Phone \*

845-553-2142

Site Contact Email \*

bridgit@rocklandelectric.net

Full Site Address \*

26 Orangeburg Rd, Orangeburg, NY 10962

Full Shipping Address\* \*

26 Orangeburg Rd, Orangeburg, NY 10962

*\*If different than Site Address***Additional Project Notes:**



Reference: #1924  
Quote Created: 11/6/2023  
This quote is valid for 30 days.

Item	Price	Qty.	Total
EVC Network Cloud Subscription - Level 2 - Operate - 5 Year EVCNCSL2OPE5Y	\$860.00	8	\$6,880.00
The Operate yearly subscription provides the driver mobile app, the management software and support services. The iOS/Android mobile app provides for driver station locations and access along with 24/7 support via the app and phone. The management software provides site hosts with live station status view on PlugShare, charge price control, dashboard view of station activity, station health & use reports, performance and sustainability reports, personal station usage & transaction reports for drivers, in-dashboard trouble ticket management, technical software support, proactive station health monitoring & level 1 hardware support.			
EVC - Level 2 - Remote Charge Station Commissioning & On-boarding EVCL2RCON	\$0.00	1	\$0.00
Remote configuration of stations with preferred pricing policies and access controls, provide admin access to web based EVC portal, activate cellular data plan, set station hours of availability and pricing policies via EVC App, set stations to Private or Public and add to PlugShare network if requested			
Total			\$6,880.00

Purchase terms

- Taxes will be calculated at billing when applicable
- 25% of one-time cost is billed at execution
- 75% of one-time cost is billed at shipment
- All remaining items billed at project commissioning

Purchasing Terms Subject to Change based on Program Requirements.

EVC reserves the right to update shipping pricing and transit commitments as supply chain and market conditions change.

THE STANDARD TERMS AND CONDITIONS OF SALE ("TERMS & CONDITIONS") ATTACHED TO THIS SALES ORDER ARE HEREBY INCORPORATED INTO THIS SALES ORDER. THIS SALES ORDER IS LIMITED TO, AND EXPRESSLY CONDITIONED UPON, ACCEPTANCE IN FULL OF THE TERMS & CONDITIONS. THIS SALES ORDER CONSTITUTES AN OFFER TO SELL BY EVC AND NOT AN ACCEPTANCE OF ANY OFFER TO PURCHASE RECEIVED FROM BUYER. EVC DOES NOT AGREE TO ANY PROPOSED ADDITIONS, ALTERATIONS OR DELETIONS TO THIS SALES ORDER BY BUYER. THIS SALES ORDER MAY BE VARIED ONLY BY A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF EVC. IF BUYER USES ITS OWN FORM OR ANY OTHER FORM TO ACCEPT THIS SALES ORDER, SUCH FORM SHALL BE DEEMED TO BE USED FOR CONVENIENCE ONLY AND IT WILL BE OF NO FORCE OR EFFECT. BUYER'S ACCEPTANCE OF THE EVC SERVICE WILL BE DEEMED AN ACCEPTANCE OF THIS SALES ORDER.

THIS SALES ORDER IS SUBJECT TO THAT CERTAIN ONLINE MASTER SERVICES AGREEMENT LOCATED [HERE](#) (THE "**ONLINE MSA**"), WHICH ONLINE MSA IS HEREBY INCORPORATED INTO THIS SALES ORDER. ANY CAPITALIZED TERMS USED, BUT NOT DEFINED, IN THIS SALES ORDER WILL HAVE THE MEANINGS SET FORTH IN THE ONLINE MSA.

The Quote is attached as an exhibit to this Sales Order and is hereby incorporated into this Sales Order. Buyer agrees to pay the Fees set forth in such Quote on the payment terms set forth in such Quote.

The Initial Term of any Service listed in the Quote is set forth in the Quote, which Initial Term may be renewed as set forth in the Online MSA.

**1. Entire Agreement.** This Sales Order constitutes the entire agreement between the parties with respect to the subject matter hereof. This Sales Order supersedes all prior agreements or representations, oral or written, regarding such subject matter, including, without limitation, any purchase orders or other business forms drafted by Subscriber, whether or not signed by EVC, which are hereby terminated and of no further force or effect. Except for the purpose of negating implied warranties, no course of prior dealings between the parties and no usage of the trade will be relevant to supplement or explain any term used in these Terms & Conditions.

**2. Conflicts.** In the event of a conflict between these Terms & Conditions and the other part(s) of the Sales Order, the other part(s) of the Sales Order will control. In the event of a conflict between the Sales Order and the Online MSA, the Sales Order will control.

**3. Amendments.** No amendment to the Sales Order will be of any force or effect unless signed by an officer of EVC.

Buyer may accept EVC’s offer to sell the subscriptions to the EVC Service by (1) countersigning this Sales Order below, (2) instructing EVC to fill the order, or (3) accepting subscriptions to the EVC Service.

EV Connect, Inc.

Buyer Name

*Cole Farrand*  
Cole Farrand

Account Executive  
Title

Teresa M. Kenny

Town Supervisor  
Title

EV Connect  
Company Name

11/06/2023  
Date

Orangetown  
Company Name

Date

**GOLF ARCHITECTURAL OVERSIGHT/MASTER PLANNING**  
**AIA A101-2017 OWNER-CONTRACTOR "FIXED SUM" AGREEMENT**

**Date:** The later of the dates under the parties' signatures, per Section 6 below  
**Property:** Town of Orangetown, New York – Blue Hill Golf Course and Broadacres Golf Course  
**Contractor:** Jim Ryan, Jr. Golf Course Design, LLC.  
**Type of Work:** Golf Architectural Oversight/Master Planning

The undersigned Owner owns the **Blue Hill Golf Course and Broadacres Golf Course** (the "Property"). Owner wishes to engage the undersigned Contractor to perform certain **Golf Architectural Oversight/Master Planning** at the Property.

Owner and Contractor consequently agree as follows:

**1. DOCUMENTS INCLUDED IN THIS AGREEMENT.** The term "Agreement" means this **Golf Architectural Oversight/Master Planning** and the following exhibits (including any drawings referenced in any exhibits):

- |            |  |
|------------|--|
| Exhibit A. | <u>"General Conditions"</u>  |
| Exhibit B. | <u>"Work Description"</u> <b>Drawings dated no later than December 31<sup>st</sup>, 2023</b> |
|            | 1. Blue Hill Golf Course Lakeside Nine Master Plan: Phase I                                  |
|            | 2. Blue Hill Golf Course Woodside Nine Master Plan: Phase I                                  |
|            | 3. Blue Hill Golf Course Pines Nine Master Plan: Phase I                                     |
|            | 4. Broadacres Golf Course Master Plan  |
| Exhibit C. | <u>"Schedule of Values"</u> <b>[Pricing valid thru December 31<sup>st</sup>, 2023]</b>       |
| Exhibit D. | <del>Construction Schedule (initial)</del>   |

**2. SCOPE OF WORK.** Contractor shall (a) perform the construction and services described in this Agreement (including the Work Description), and (b) provide any labor, documentation, services, materials, or equipment required in this Agreement or that reasonably may be inferred from this Agreement as necessary to produce the end-product indicated in this Agreement (collectively, the "Work").

**3. SCHEDULE.** Contractor shall commence the Work promptly after Owner's issuance of a written notice to proceed and shall complete the **[Plans]** no later than **December 31<sup>st</sup>, 2023**. If any Work continues past this deadline, Owner shall pay Contractor a "site visit fee" for each visit at the rate agreed to in this Agreement [per section 4 below].

**4. COMPENSATION.**

**4.1 Contract Sum.** As compensation in full for the Work and Contractor's other obligations under this Agreement, including all material, equipment, labor, and services necessary for the proper execution and completion of the Work, Owner shall pay Contractor an ~~fixed~~ amount totaling up to **\$15,500**. If Work continues past this agreed-to date, Owner will pay **\$1,250** per site visit for Jim Ryan, Jr. (Golf Architect). All travel expenses are excluded from these site visit rates and will be billed accordingly.

**4.2 Change Orders.** ~~In connection with any change order, any mark-up for Contractor's overhead and profit must not exceed 10%. Subcontractor mark-ups (aggregating all mark-ups by subcontractors of every tier) on change orders must not exceed 15% of the value of the Work to be performed by the applicable subcontractors in the change order. These same percentages will be deducted in connection with deductive change orders.~~ **Change order billing not a part of this Agreement.**

**5. INSURANCE.** Before commencing any Work or permitting any subcontractor to commence Work, Contractor shall provide Owner with a certificate of insurance evidencing the insurance required in Section A-8 of the General Conditions. The following (collectively, the "Additional Insureds") must be included as additional insureds under Contractor's and its subcontractors' commercial general liability insurance policies, on a primary and noncontributing basis: Owner and all entities and individuals that have any type of direct or indirect affiliation with or interest in Owner; Owner's property manager for the Property; Owner's lender (if any); other entities or individuals Owner may designate from time to time to be included as additional insureds; the successors and assigns of each of the foregoing; and, with respect to each of the foregoing, its managers, officers, directors, employees, and agents.

**6. DATE OF THIS AGREEMENT.** This Agreement will become effective when both parties have signed it. The date this Agreement is signed by the second party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this Agreement. If a party signs but fails to date its signature, the date the other party receives the signing party's signature will be deemed to be the date on which the signing party signed this Agreement and may be so noted on this Agreement. Notwithstanding the effective date of this Agreement, to the extent, if any, that Contractor or its subcontractors have performed Work before the date of this Agreement, that Work and occurrences arising out of that Work are subject to this Agreement.

*[Signature pages follow]*

**OWNER:** \_\_\_\_\_ (Signature)

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

Name: \_\_\_\_\_

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

**Date:** \_\_\_\_\_

*Owner's address for notices:*

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

*Contractor shall also send a copy of each notice to:*

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

**CONTRACTOR:** \_\_\_\_\_ (Signature)

By: Jim Ryan Golf Course Design, LLC

Name: Jim Ryan, Jr.

Title: Owner

**Date:** \_\_\_\_\_

***Contractor's address for notices:***

Jim Ryan Golf Course Design  
ATTN: Jim Ryan, Jr.  
641A North Providence Road  
Media, PA, 19063



## **Exhibit A**

### **General Conditions**

**A-1. DEFINITIONS.** Capitalized terms used but not defined in these General Conditions will have the meanings given to those terms in the Construction Agreement to which these General Conditions are attached. The following definitions also apply:

“CGI” means commercial general liability insurance and any associated excess or umbrella liability insurance.

“Contractor-Group Member” means Contractor, any Subcontractor, any person employed by them, and any person for whose acts they may be liable.

“Laws” means all federal, state, and local laws, statutes, ordinances, permits, codes (including building codes), rules, regulations, and orders of public and quasi-governmental authorities, including all OSHA regulations and laws applicable to labor and immigration.

“Others” means any persons engaged by Owner directly or indirectly to perform work or services related to the Property or the Work, excluding Contractor-Group Members.

“Person” means any natural person and any type of public or private entity.

“Required Insurance” means Contractor’s obligations under Section A-8 below, and any other insurance-related obligations of Contractor under this Agreement.

“Subcontractor” means any person retained by Contractor as an independent contractor to provide labor, materials, equipment, or services necessary to complete a specific portion of the Work, and their sub-subcontractors of every tier.

### **A-2. PAYMENT.**

**A-2.1 Invoices; Time for Payment; Joint Payment; Final Payment.** Unless otherwise specifically provided in this Agreement, (a) Contractor shall submit its invoices monthly, no later than any monthly deadline Owner may establish, (b) the amount of each payment will be based on the percentage completion of the Work, and (c) advance payments for materials or equipment not yet delivered to the Property will not be made except as Owner may otherwise agree. Owner shall pay amounts due under this Agreement within 30 days after the later of (a) the date on which Owner receives an accurate application for payment with supporting documentation required under this Agreement and (b) any monthly application for payment submission date specified by Owner. The form and detail of Contractor’s invoices must be acceptable to Owner, and with its invoices Contractor shall supply lien waivers, affidavits, and sworn statements for itself and all of its Subcontractors in a form acceptable to Owner, and other documentation requested by Owner. Owner may elect to make payments to Subcontractors directly or via joint checks. Amounts due under this Agreement that are not paid within the payment period will bear interest at 2% per annum. Contractor’s acceptance of final payment will constitute a waiver of all claims by Contractor relating to the Work or this Agreement except those previously and timely made in writing in accordance with Section A-4.2 and identified by Contractor as unsettled in its final invoice.

**A-2.2 Retainage; Withholdings.** Owner may withhold up to 10% of each payment as retainage pending final completion. Owner may also adjust or reject a current or previous invoice, and withhold amounts, (a) that Owner disputes are payable, pending resolution of the dispute, and (b) as Owner deems necessary to protect itself due to the following: loss or damage incurred by or sought from Owner, Others, or other persons to whom Owner may be liable; Contractor’s failure to comply with this Agreement; claims related to the Work are asserted or reasonable evidence that a claim may be asserted; reasonable evidence that the Work cannot be completed for the unpaid balance of Contractor’s compensation under this Agreement; or unsatisfactory job progress. Amounts Contractor requests for payment but that Owner withholds under this Section will be “due” under this Agreement only if and when the reason for the withholding is resolved.

**A-2.3 Warranty of Title; Payments to Subcontractors.** Contractor warrants that title to any materials and equipment included in the Work covered by an invoice will pass to Owner no later than the time of payment. Contractor further warrants that upon submittal of an invoice, all Work for which invoices have been previously issued and payments received from Owner will be free of liens, claims, security interests, and other encumbrances adverse to Owner’s interests. Contractor shall pay when due all third-party obligations Contractor incurs in the performance of the Work. Owner is not responsible for payments to Subcontractors.

**A-2.4 Liens.** Contractor shall keep the Property, the Work, and funds related to the Work free from all mechanics’ and materialmen’s liens (including stop payment notices) and all other liens, legal or equitable, arising out of the Work, other than liens solely attributable to Owner’s failure to pay amounts due as required in this Agreement. If any lien is recorded or otherwise asserted by any Contractor-Group Member or any other person claiming by, through, or under Contractor (other than liens solely attributable to Owner’s failure to make proper payment), Contractor shall discharge or bond over the lien to Owner’s satisfaction, and cause it to be removed of record if it was recorded, within 15 days after it was recorded or served. If Contractor fails to do so, Owner may contact and negotiate with any claimants directly and may cure the lien by such means as Owner deems appropriate (which may include paying the lien amount directly to the claimant) and Contractor shall indemnify Owner from all losses, liabilities, and expenses, including attorney fees, incurred by Owner in connection with the lien and its cure. Contractor’s obligations under this Section will survive final completion and any earlier termination of this Agreement.

**A-3. TIMING AND COMPLETION.** Contractor shall commence the Work on the date specified in the Construction Agreement or as otherwise directed by Owner, shall perform all Work expeditiously and with adequate forces, and shall complete the Work by the date specified in the Construction Agreement or, if not specified, then as agreed between the parties. If requested by Owner, Contractor shall submit and periodically update a schedule for the Work, and shall comply with any schedule approved by Owner and achieve any milestones and completion dates indicated in that schedule (though the completion deadline can only be extended by a written change order signed by Owner). Except as this Agreement may specifically provide otherwise or as Owner may otherwise determine, the Work will not be complete and any retainage will not be released until any punch list items have been completed and applicable governmental

authorities have issued any approvals required pursuant to Laws in order for Owner to occupy the completed Work for its intended use. Time limits in this Agreement are of the essence of Contractor's obligations under this Agreement.

#### **A-4. CHANGES AND CLAIMS.**

**A-4.1 Changes.** Owner may issue written directions changing the Work, and upon receipt Contractor shall proceed with the changes. Contractor shall not perform work in addition to the Work unless Owner has issued a written direction changing the Work or the parties have executed a change order with respect to the additional Work. This Agreement can only be amended or supplemented by a written change order or amendment signed by both parties, and cannot be amended or supplemented by implication, oral agreements, actions, inactions, or course of conduct. Contractor shall not make substitutions without Owner's prior written consent.

**A-4.2 Claims for Additional Compensation or Time.** If Contractor wishes to request an increase in its compensation or time for any reason, Contractor must make a written request for that increase on or before the earlier to occur of (a) the date on which Contractor commences any Work that will be the basis of the claim (except in the case of an emergency) or (b) the date that is seven days after Contractor receives the written direction from Owner, or first learns of any other condition or occurrence, upon which the claim will be based. If a claim is not made within this period, it will be deemed to have been waived, regardless of whether Owner is in fact prejudiced by the failure to make a claim within this period. Merely notifying Owner of a condition or circumstance does not constitute making a claim. Except in the case of emergencies, if any Contractor-Group Member performs additional Work without Owner's prior written authorization or written agreement, Contractor will not be entitled to reimbursement for, and hereby waives any claim for compensation or additional time in connection with, the additional Work. Contractor will be entitled to additional compensation or time only to the extent, if any, determined by Owner, and without limitation will not be entitled to additional compensation or time to the extent that the basis of its claim is any negligent act or omission or intentional misconduct of any Contractor-Group Member, or the failure of any Contractor-Group Member to act reasonably or to comply with this Agreement (including any failure to observe or discover a condition that Contractor reasonably should have observed or discovered in taking the actions described in Section A-4.4).

**A-4.3 Delays.** Notwithstanding anything to the contrary in this Agreement, to the fullest extent permitted by Laws an extension in the time for completion, to the extent permitted under this Agreement, is Contractor's sole remedy for (i) any delay in the commencement, prosecution, or completion of the Work regardless of the cause, (ii) any hindrance or obstruction in the performance of the Work, regardless of the type of hindrance or obstruction, (iii) any loss of productivity, and (iv) any other cause of delay or result of a delay however caused (all of the foregoing collectively referred to as "Delay"), in each case whether or not such Delay is foreseeable. In no event will Contractor be entitled to any compensation or recovery of any damage in connection with any Delay. Contractor acknowledges that the price provided in the Construction Agreement includes compensation in full for the risks assumed under this Section.

**A-4.4 Review of Documents and Field Conditions.** Contractor represents that (a) it has, before executing this Agreement, carefully reviewed this Agreement and any other documentation available to Contractor regarding the Work or the worksite, inspected the worksite (including any improvements at the Property into which the Work will be incorporated and any facilities or conditions on which it will rely), become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of this Agreement and (b) it has included in this Agreement all qualifications, exclusions, and reservations to the scope of the Work to be provided for the specified price and within the required time that it knew of based on its investigations under this Section, or that a reasonable contractor performing Contractor's obligations under this Section would reasonably have known of. Contractor shall promptly report to Owner any errors, inconsistencies, or omissions it discovers in this Agreement or in any document or information provided by Owner or Others, and any defects it discovers in existing improvements (including the work of Others) that may affect the Work, though this notice will not relieve Contractor from its other obligations under this Agreement. Contractor acknowledges that Owner has not made any representations to Contractor about conditions at the Property or the safety of the Property.

#### **A-5. REQUIREMENTS REGARDING PERFORMANCE OF WORK.**

**A-5.1 Standard of Care.** Contractor shall perform the Work in accordance with the standard of care used by reputable contractors performing similar work for projects similar to this project (though this standard of care does not affect any higher standard of care that would apply but for this sentence).

**A-5.2 Providing Necessary Elements.** Unless otherwise provided in this Agreement, Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

**A-5.3 Persons Performing Work.** Contractor shall ensure that all Work is performed and supervised by skilled and experienced personnel that are directly employed by Contractor or an approved Subcontractor. Contractor shall enforce strict discipline and good order among Contractor's employees and other Contractor-Group Members. Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. All matters pertaining to the employment, supervision, compensation, promotion, and discharge of Contractor's employees are Contractor's responsibility. Contractor shall comply with all Laws related to its employees, including Laws regulating workers compensation, social security, unemployment insurance, hours of labor, wages, and working conditions.

**A-5.4 Safety; Repair of Damage.** Contractor shall confine operations at the worksite to areas permitted by Laws, this Agreement, and Owner. Contractor's access to and use of the worksite will be subject to Owner's general rules of operation, but Contractor is solely responsible for and has sole control over (a) means, methods, techniques, and procedures for the Work and (b) initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work. Contractor shall maintain a safe worksite, shall take all necessary precautions for the safety and security of persons or property, and shall provide protection to prevent damage, injury, or loss to persons or property, including employees performing the Work, other persons that may encounter or be affected by the

Work, the Work itself, work provided by Others, and any other personal or real property that may be affected by the Work. Contractor shall promptly and at its own expense repair and otherwise remedy damage and loss to property arising out of the Work.

**A-5.5 Hazardous Materials.** Contractor is responsible for the proper delivery, handling, application, storage, removal, and disposal, in compliance with Laws, of all materials and substances brought to the Property by any Contractor-Group Member or otherwise used or consumed in the performance of the Work. If Contractor encounters any pre-existing hazardous materials at the Property, it shall immediately notify Owner and shall not disturb the hazardous materials unless otherwise directed by Owner.

**A-5.6 Access to Work.** Contractor shall provide Owner, its lender, the representatives of either, and Others with access to the Work in preparation and progress wherever located.

**A-5.7 Cleaning.** Contractor shall keep the worksite and surrounding area free from accumulation of debris and trash related to the Work, and shall comply with Owner's requests regarding cleaning. At the completion of the Work, Contractor shall remove all tools, construction equipment, machinery, and surplus material of Contractor-Group Members, and shall properly dispose of waste materials.

**A-5.8 Warranty.** Contractor warrants that all Work will be performed in a good and workmanlike manner, that all materials and equipment furnished under this Agreement will be of good quality and new, and that the Work will conform to the requirements of this Agreement and will be free from defects. This warranty will commence upon completion or the earlier termination of this Agreement, and is in addition to any other warranty (and is not limited by any other warranty or any warranty disclaimer) included elsewhere in this Agreement or issued by a Contractor-Group Member (including any manufacturer). Contractor shall handle and install materials and equipment in accordance with any applicable manufacturers' instructions so as to qualify for and preserve all manufacturer warranties, and except with Owner's prior written consent shall not void any existing warranties applicable to property or improvements affected by the Work. During the term of this Agreement and thereafter Contractor shall upon request (and without modifying Contractor's other obligations under this Agreement) transfer third-party warranties applicable to the Work to Owner and cooperate in their enforcement, though this will not excuse Contractor from its responsibility for the third party's failure to comply with its warranty-related obligations.

**A-5.9 Compliance with Laws; Permits.** Contractor shall ensure that all Work is performed in accordance with Laws. If Contractor performs Work that it knows or should reasonably know is contrary to Laws, Contractor shall bear the costs attributable to correction. Contractor shall pay sales, consumer, use, and similar taxes that are legally required during the term of this Agreement, and the price specified in the Construction Agreement includes all such taxes required (whether or not yet effective or merely scheduled to go into effect) at the time when this Agreement is executed. Contractor shall obtain at the appropriate time the building permit and any other permits, licenses, inspections, or approvals for the Work required under Laws or otherwise necessary for proper execution and completion of the Work. If this Agreement requires any Contractor-Group Member to provide design services, Contractor shall procure those services from a licensed design professional retained by Contractor. Contractor represents that it and its Subcontractors are, and during the term of this Agreement will remain, fully qualified and licensed under Laws to perform the Work.

**A-5.10 Submittals.** Contractor shall promptly prepare or review (as applicable), approve in writing, and submit to Owner (and, if directed by Owner, its architect or engineer) any shop drawings, product data, samples, and similar submittals required by this Agreement. Contractor shall perform the Work in accordance with shop drawings, product data, samples, and other submittals approved by Owner, but Owner's approval will not excuse Contractor from the failure of any of these submittals to conform to any requirements of this Agreement.

**A-5.11 Cutting and Patching.** Contractor shall perform any cutting, fitting, or patching required to complete the Work or to make its parts fit together properly, except that Contractor shall not cut or alter the work of Others except with Owner's prior written consent.

**A-5.12 Ethics.** Contractor shall perform the Work with integrity, and shall disclose and avoid conflicts of interest. Contractor represents that it has not and shall not pay or receive any contingent fees or gratuities to or from any other person in connection with the Work.

**A-5.13 Confidentiality.** Contractor shall keep confidential, and shall require other Contractor-Group Members to keep confidential, (a) this Agreement and (b) any other documents or information relating to the Property or Owner or its affiliates that constitutes non-public information or is otherwise identified by Owner as confidential. Contractor shall not (and shall not permit Contractor-Group Members to) use pictures of the Property, or identify the Property by name or address, in any advertisements or publicity without Owner's written consent. This Section will survive final completion and any earlier termination of this Agreement.

**A-5.14 Documentation.** Contractor shall keep organized and detailed records, books, correspondence, drawings, receipts, subcontracts, purchase orders, and other documentation relating to the Work, including Subcontractors' evidence of insurance and lien waivers procured from Subcontractors. Contractor shall also maintain daily records regarding the Work, including information regarding manpower, Work in progress, accidents, and field observations. Contractor shall keep all of the foregoing documentation, and shall make this documentation available to Owner and its designees for inspection and copying in normal working hours, until three years after the earlier of final completion or the termination of this Agreement.

**A-6. SUBCONTRACTORS.** Contractor shall not permit Subcontractors to perform Work except with Owner's prior written consent, and Owner may (though it is not obligated to) reject or require Contractor to remove Subcontractors Owner disapproves in writing and to use Subcontractors Owner designates. Upon request, Contractor shall provide Owner with the names, addresses, and phone numbers of material manufacturers, suppliers, and Subcontractors of any tier anticipated to be used. Contractor shall require Subcontractors, to the extent of their Work, to comply with Contractor's obligations in this Agreement. Before any Subcontractor commences Work, Contractor shall cause the Subcontractor to execute a written agreement that provides that Owner is an intended third-party beneficiary of the agreement and requires the Subcontractor, to the extent of its Work, to be bound to Contractor by the terms of this Agreement, to assume toward Contractor the obligations that Contractor, by this Agreement, assumes toward Owner, to carry the insurance and make the waivers required of Contractor in Section A-8, and to impose these requirements on its sub-subcontractors. Each agreement with a Subcontractor must protect Owner's rights under this Agreement with respect to the Work to be performed by the Subcontractor, so that

subcontracting that Work will not prejudice Owner's rights. Contractor shall provide Subcontractors with a copy of this Agreement. Contractor is responsible for all Work performed by, and all acts and omissions of, Contractor-Group Members.

**A-7. WORK BY OTHERS.** Owner may perform work at the worksite via Others. Contractor shall cooperate with Others, coordinate its Work with any work of Others, perform its Work so as not to hinder, delay, interfere with, or damage any work of Others, and permit Others to store materials and equipment at the worksite and otherwise access the worksite.

**A-8. INSURANCE.**

**A-8.1 Required Coverages.** Contractor shall at its own expense maintain the following insurance with respect to the Work without interruption from commencement through final completion, at any time thereafter when Contractor enters the worksite to perform corrective Work, and during any additional periods specified in this Agreement:

- (a) *Commercial general liability insurance* on the current ISO CG 00 01 form or another occurrence form acceptable to Owner that, without limitation, (i) has limits of not less than the greater of (A) \$1,000,000 each occurrence, \$1,000,000 personal and advertising injury, \$2,000,000 general aggregate (per-project), and a separate \$2,000,000 products-completed operations aggregate or (B) the limits Contractor actually maintains; (ii) covers liability arising out of or resulting from operations under this Agreement and for which the insured may be legally liable, and does not include exclusions or limitations that narrow the coverage provided in the current unmodified ISO CG 00 01 form; (iii) includes the Additional Insureds identified in the Construction Agreement as additional insureds via one or more endorsements (e.g., a combination of CG 20 10 and CG 20 37) that provides coverage for both ongoing and completed operations, does not limit coverage to vicarious liability, and is otherwise reasonably acceptable to Owner; (iv) applies as primary and non-contributing insurance with respect to any other insurance or self-insurance program available to the Additional Insureds, and provides coverage at least as broad as that available to the named insureds; (v) includes a separation of insureds provision; and (vi) provides defense in addition to policy limits. Contractor shall maintain its products-completed operations coverage for at least three years after completion of the Work, and shall include Owner as an additional insured during this period, on a primary and non-contributing basis.
- (b) *Business auto insurance* to cover liability arising out of any motor vehicle used in connection with the Work (including owned, hired, and non-owned autos), with a limit of not less than \$500,000 each accident. Contractor shall cause the Additional Insureds to be included as additional insureds under this policy if the policy does not automatically grant them additional insured status.
- ~~(c) *Workers compensation and employers liability insurance* for all persons that perform Work for Contractor. The workers compensation insurance must fulfill applicable statutory requirements. The employers liability insurance must have limits of not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit for bodily injury by disease. **NOT APPLICABLE TO THIS PLANNING AGREEMENT**~~

**A-8.2 Subcontractors' Insurance.** Contractor shall by written agreement require its Subcontractors to maintain the insurance and make the waivers required of Contractor in this Section A-8, except that with respect to Subcontractors' insurance Contractor may permit or waive this requirement for any Subcontractor if agreed by Owner in writing.

**A-8.3 Insurance Requirements.** Required Insurance must, unless otherwise agreed in writing by Owner, be issued by reputable insurance carriers authorized to transact that class of insurance in the State(s) in which the Work is performed, having an A.M. Best rating of at least A- VIII. The cost of the Required Insurance (including deductibles and self-insured retentions related to claims arising out of the Work), as well as the cost of any other insurance carried by Contractor with respect to the Work, will be borne solely by Contractor, without reimbursement by Owner, and Contractor shall reimburse Owner for amounts paid by Owner or other Additional Insureds due to deductibles or self-insured retentions with respect to Required Insurance. Contractor waives all rights against the Additional Insureds and Others for damage occurring on or after the date on which this Agreement is executed to the extent that damage is (a) covered by Required Insurance or any other insurance maintained by Contractor, or (b) attributable to any deductible or self-insured retention relating to insurance maintained by Contractor. Contractor shall ensure that its policies permit this waiver of subrogation by endorsement or otherwise.

**A-8.4 Evidence of Insurance.** Concurrently with the execution of this Agreement and thereafter upon request, Contractor shall provide to Owner (a) a certificate of insurance evidencing the Required Insurance, (b) if requested, the required additional insured endorsement for Contractor's CGL, and (c) if requested, the required workers compensation subrogation waiver. Contractor shall provide an updated certificate of insurance before the expiration of the term of any Required Insurance, and shall ensure that Owner is notified before the cancellation or non-renewal of any Required Insurance. Contractor shall provide copies of Required Insurance policies if requested. Owner's failure to require Contractor to provide evidence of Required Insurance, or Owner's acceptance of evidence that indicates insurance that fails to satisfy any requirements of this Agreement, will not constitute a waiver of these requirements. Before permitting any Subcontractor to commence Work at the Property, Contractor shall obtain a certificate of insurance from that Subcontractor evidencing its compliance with the requirements of this Agreement.

**A-8.5 Subrogation Waiver.** Owner and Contractor waive all rights against each other and against each other's contractors and their subcontractors of every tier and the agents and employees of each of the foregoing, for damages caused by fire or other causes of loss occurring on and after the date on which this Agreement is executed to the extent those damages are covered by property insurance carried by the waiving party. Contractor shall require Subcontractors and other Contractor-Group Members to make a similar written waiver in favor of Owner and the other persons listed in the immediately preceding sentence. Owner's waiver in this Section will be inapplicable if it would invalidate, or cause Owner to be in breach of, Owner's property insurance policy. Owner does not waive any right to recover deductibles or amounts not covered due to deductibles or self-insured retentions.

**A-9. INDEMNITY.** To the fullest extent permitted by Laws, Contractor shall indemnify and defend the Additional Insureds from claims, damages, liabilities, losses, and expenses, including attorneys' fees and dispute-related expenses (collectively, "Claims"), to the extent arising out of (a) the negligence or intentional misconduct of any Contractor-Group Member(s) in connection with the Work or (b) Contractor's breach of this Agreement. Contractor is not obligated to indemnify any Additional Insured for a Claim to the extent arising from the Additional Insured's own negligence, but to the fullest extent permitted by Laws the concurrent negligence of one or more Additional Insureds in connection with any Claim covered by the immediately preceding sentence will not limit Contractor's obligations under the immediately preceding sentence (*i.e.*, Contractor is still responsible to the extent the Claim arises from the fault of Contractor or any other Contractor-Group Member). In claims against any indemnified person by an employee of Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnity obligation in this Section will not be limited by a limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or a Subcontractor under workers compensation acts, disability benefit acts, or other employee benefit acts. Contractor's obligations under this Section (a) do not negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a person described in this Section, and (b) will survive final completion and any earlier termination of this Agreement.

**A-10. CORRECTION OF DEFECTIVE WORK.**

**A-10.1 *Correction of Work Before Completion.*** Contractor shall promptly correct Work rejected by Owner as failing to conform to the requirements of this Agreement. Contractor shall bear the cost of correcting any rejected Work, including the costs of uncovering, replacement, and additional testing. Owner will be deemed to have accepted defective Work only if it does so expressly and in writing, and acceptance of defective Work will not be implied by a progress payment or final payment, by any inspection or testing of the Work, by any course of dealing or oral acceptance, or by partial or entire use or occupancy of the completed Work by Owner or others.

**A-10.2 *Correction of Work After Completion.*** For one year after completion of the Work or the earlier termination of this Agreement and during any longer correction period provided in the Work Description, Contractor shall at its own expense within five days after Owner's notice repair or replace, as directed by Owner, (a) any portion of the Work that is defective in workmanship or material or otherwise is not in accordance with the Work Description (including applicable drawings and specifications) or Contractor's other warranties in this Agreement, and (b) any other resulting damage. Nothing in this Section is to be construed to establish a period of limitation with respect to Section A-5.8 or any other obligations Contractor has under this Agreement.

**A-10.3 *Owner's Right to Cure Failures.*** If Contractor fails to perform the Work in accordance with this Agreement or otherwise fails to comply with any requirement of this Agreement, and either the situation constitutes an emergency or Contractor does not cure the failure to Owner's satisfaction within five days after it receives notice from Owner of the failure, then Owner may at Contractor's expense (and in addition to any other remedies available to Owner) arrange for the failure to be cured by whatever means Owner may choose and Contractor shall indemnify Owner from all losses, liabilities, and expenses, including attorney fees, incurred by Owner in connection with the cure. Owner may also issue a written order to Contractor to stop the Work, or any portion of the Work, until the failure is cured, and Contractor will not be entitled to any time extension or price increase due to the Work stoppage. Owner has no obligation to exercise its rights under this Section for the benefit of Contractor or any other person. This Section will survive final completion and any earlier termination of this Agreement.



## **A-11. SUSPENSION AND TERMINATION.**

**A-11.1 By Owner, for Cause.** Owner may terminate this Agreement for cause, upon seven days' written notice (or any longer period Owner may elect to specify in its notice), if Contractor (a) refuses or fails to supply enough properly skilled workers or proper materials, (b) fails to make payment to Subcontractors for materials or labor in accordance with this Agreement and the respective agreements between Contractor and its Subcontractors, (c) disregards Laws, or (d) otherwise breaches a provision of this Agreement. Upon this termination, (i) Owner may take possession of the worksite and of all materials thereon owned by Contractor and finish the Work by whatever method Owner may deem expedient, and (ii) Contractor will not be entitled to receive further payment (if any is due) until the Work is finished.

**A-11.2 By Owner, for Convenience.** Owner may at any time, for Owner's convenience and without cause, suspend or postpone any portion of the Work or terminate this Agreement. Unless otherwise specified in Owner's written notice, any suspension or termination will be effective immediately. A termination under this Section will not prejudice any other right or remedy available to Owner. If Owner terminates for convenience, Contractor will be entitled only to the greater of (a) Contractor's ordinary (base) compensation specified in the Construction Agreement earned through the date the termination becomes effective and (b) \$100, and will not be entitled to overhead or profit on Work not executed or to any other amounts, including termination-related expenses.

**A-11.3 By Contractor.** Contractor, as its sole remedy for Owner's failure to make timely payments of amounts not subject to dispute as required in this Agreement (other than rights under Laws that cannot be waived), may suspend the Work or terminate this Agreement, but only if such amounts remain unpaid for 90 days after the payment period provided in this Agreement expires. For any other default of Owner, Contractor may suspend the Work or terminate this Agreement only if Owner fails to cure the default within 30 days (or such longer period as may be necessary for Owner exercising diligent efforts to cure the default) after Contractor notifies Owner of the default and of Contractor's intention to suspend or terminate this Agreement if Owner does not cure the default. Contractor's suspension or termination notice (a) must be delivered via reputable overnight carrier or registered or certified mail, (b) will be effective 14 days after Owner receives the notice, and (c) will not be effective if Owner cures the failure within this period. If Contractor elects to suspend initially under this Section then on and after the date the suspension becomes effective pursuant to this Section the Contractor may thereafter terminate this Agreement upon seven additional days' written notice, except this Agreement will not terminate and Contractor shall resume the Work if Owner cures the default before the termination becomes effective.

## **A-12. PROVISIONS RELATED TO DISPUTES.**

**A-12.1 Arbitration.** Claims and disputes arising out of this Agreement will be subject to arbitration which, unless the parties mutually agree otherwise, will be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration must be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators will be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. Section A-12.3 applies to any arbitration.

**A-12.2 Performance During Disputes.** Except as provided in Section A-11.3, Contractor shall continue performing the Work without interruption notwithstanding any dispute arising out of or related to the Work or this Agreement, and if Contractor continues performing then Owner shall continue to make payments of amounts not subject to dispute or withholding.

**A-12.3 Attorneys' Fees.** Should any claim, action, or proceeding be commenced between the parties arising out of or relating to the Work or this Agreement, the party prevailing in the claim, action, or proceeding will be entitled to recover from the non-prevailing party its reasonable attorneys' fees and other expenses incurred in connection with the claim, action, or proceeding.

**A-12.4 JURY TRIAL WAIVER.** IN CONNECTION WITH ANY LITIGATION RELATED TO THE WORK OR THIS AGREEMENT, THE PARTIES WAIVE ALL RIGHTS TO HAVE THE DISPUTE RESOLVED IN A TRIAL BY JURY.

**A-12.5 Governing Law.** The Laws of the State in which the Property is located, without giving effect to principles of conflicts of laws, govern all disputes arising out of this Agreement, including all tort claims.

**A-12.6 Remedies.** Except where this Agreement provides that a remedy is a party's sole remedy, the rights and remedies granted to the parties in this Agreement are in addition to, and are not to be construed as a limitation of, any rights and remedies available to the parties under Laws, by special warranty or guarantee, or by other provisions of this Agreement.

**A-12.7 Personal Liability.** None of Owner's direct or indirect affiliates, members, partners, managers, agents, or representatives, and none of the officers, directors, shareholders, or employees of Owner or of any of the foregoing, will have any personal liability under or in connection with this Agreement, and Contractor shall not name them in or seek to join them in any action related to the Work or this Agreement.

**A-12.8 Waiver.** Under no circumstances will Contractor be entitled to recover any amounts for lost productivity, inefficiency, out-of-sequence work, stacking of trades, idle equipment, lost profits, extended home office overhead, interest, or any other indirect costs, and Contractor hereby waives any right to claim such costs under this Agreement or otherwise with respect to the Work.

**A-12.9 Severability.** If any provision of this Agreement is unenforceable to any extent, the remainder of this Agreement will be enforceable to the fullest extent permitted by Laws.

### **A-13. INTERPRETATIONAL MATTERS.**

**A-13.1 Interpretation of Documents.** The intent of the documents that together comprise this Agreement is to include all items necessary for the proper execution and completion of the Work by Contractor. If Contractor becomes aware of any inconsistencies, ambiguities, conflicts, omissions, or errors in or between portions of this Agreement, Contractor shall promptly (and in any event before proceeding with Work based on the discrepancy) submit the matter to Owner for clarification. The different provisions of this Agreement are complementary, and unless Owner determines otherwise in an individual case (a) what is required by one is as binding as if required by all and (b) with respect to inconsistencies or conflicts within or between parts of this Agreement, or between this Agreement and Laws, Contractor shall provide the greater quantity of Work and comply with the more stringent requirement. The purpose of any attached proposal from the Contractor and/or any attached qualifications/exclusions/clarifications/work description document provided by the Contractor is solely to define the scope of the Work, and consequently, except as Owner may otherwise determine in any particular case, any other provisions or limitations of any kind whatsoever in any such documents are null and are not part of this Agreement.

**A-13.2 Entire Agreement.** This Agreement represents the entire and integrated agreement between Owner and Contractor with respect to the Work, and supersedes and replaces any existing written or oral agreements between the parties regarding the Work. Notwithstanding the foregoing, and except as Owner may otherwise determine, this Agreement does not abrogate Contractor's responsibility for any prior signed statements or agreements provided or made by Contractor for Owner's benefit.

**A-13.3 Third-Party Beneficiaries.** Nothing in this Agreement gives any person other than Contractor any rights against Owner, whether as a third-party beneficiary or otherwise.

### **A-14. GENERAL PROVISIONS.**

**A-14.1 Ownership of Documents.** Owner will own any drawings, reports, or other documents, in whatever format, provided by Owner or its consultants, or produced by Contractor or Subcontractors, in connection with the Work. Contractor shall, upon Owner's request, promptly provide Owner with copies of these documents in Contractor's possession or control, in the requested format.

**A-14.2 Status of Contractor.** Contractor is acting under this Agreement solely as an independent contractor, and not as an employee, partner, or joint venturer. Contractor has no authority to act for or otherwise bind Owner.

**A-14.3 Expenses.** Except as specifically provided in this Agreement, Contractor shall perform its obligations under this Agreement at its own expense.

**A-14.4 Notices.** Notices, requests, and other communications related to this Agreement must be in writing and will be effective when delivered (even if delivery is rejected) to the address for the recipient party below its signature to the Construction Agreement (as modified by that party's written notice to the other party that its address has changed) or when the written notice is otherwise actually received by the recipient party.

**A-14.5 Assignment.** Contractor shall not assign this Agreement or any of its rights, claims, or obligations arising out of related to the Work or this Agreement or delegate any obligations under this Agreement, by operation of law or otherwise, without first obtaining Owner's written consent. Any assignment without Owner's written consent is void, unless Owner determines otherwise. Owner may without Contractor's consent assign this Agreement, in whole or in part, to a lender, purchaser, affiliate, or other person, on an exclusive or non-exclusive basis, and without limitation may assign only Owner's rights with respect to Contractor's warranty and correction obligations.

**A-14.6 Waiver.** Owner's failure to insist upon compliance with any requirement of this Agreement at the time it learns of the noncompliance will not constitute a waiver of Owner's rights in connection with the noncompliance. A proper written waiver by Owner will only be applicable to the specific provision and instance to which it is related, and will not be deemed to be a continuing or future waiver.

**A-14.7 Counterparts.** The parties may sign this Agreement in separate counterparts, and this Agreement will be deemed fully executed when each party has signed and delivered at least one counterpart even though no single counterpart contains the signature of both parties. Signatures may be sent via electronic means, including fax or attachment to an email, and exchange of original signatures is not necessary.

*[End of Exhibit]*

## **Exhibit B**

### **GOLF ARCHITECTURAL OVERSIGHT/MASTER PLANNING**

Upon signature of this proposal, we will begin the process of the four (4) Master Plans by creating a digital base sheet. To do this, we will acquire property boundary information, up-to-date aerals, and topography to map out the grounds we are analyzing. From there, we will draft our Master Plan for the courses, visit, refine our ideas and finalized our path forward. The process of creating the four (4) drawings, and what they will each include as part of this agreement, is summarized in more detail below:

#### **1. Acquisition of Detailed Topography and Boundary Information**

We will acquire 2-ft contour topography, parcel information, current aerial photography and other necessary items that will be displayed on the final Master Plan.

#### **2. Analysis of Existing Conditions and Preparation of the Digital Base Sheet**

We will map all existing conditions of the site to provide best knowledge for everyone of the specific trees/features we are addressing. All existing conditions will be seen in dashed lines on the Master Plan.

#### **3. Design Concepts, Master Planning and Site Visits**

We will provide a Master Plan, or a portion thereof, for each of the four (4) nine hole golf courses at Blue Hill and Broadacres Golf Courses. The specific items addressed in each of the four (4) plans is described in more detail below:

##### **1. Blue Hill Golf Course Lakeside Nine Master Plan: Phase I**

- a. Existing Conditions
- b. Tree Management: factors evaluated when determining tree removal/addition include, but are not limited to:
  - i. Turf Health
  - ii. Effect on Golf Course Features – tees, bunkers, greens, etc.
  - iii. Playability
  - iv. Safety
  - v. Aesthetics
  - And more...

##### **2. Blue Hill Golf Course Woodside Nine Master Plan: Phase I**

- a. Existing Conditions
- b. Tree Management: factors evaluated when determining tree removal/addition include, but are not limited to:
  - i. Turf Health
  - ii. Effect on Golf Course Features – tees, bunkers, greens, etc.
  - iii. Playability
  - iv. Safety
  - v. Aesthetics
  - And more...

##### **3. Blue Hill Golf Course Pines Nine Master Plan: Phase I**

- a. Existing Conditions
- b. Tree Management: factors evaluated when determining tree removal/addition include, but are not limited to:
  - i. Turf Health
  - ii. Effect on Golf Course Features – tees, bunkers, greens, etc.
  - iii. Playability
  - iv. Safety
  - v. Aesthetics
  - And more...

##### **4. Broadacres Golf Course Master Plan: Phases I & II**

###### **a. Phase I**

- i. Existing Conditions
- ii. Tree Management: factors evaluated when determining tree removal/addition include, but are not limited to:
  - 1. Turf Health
  - 2. Effect on Golf Course Features – tees, bunkers, greens, etc.

3. Playability
4. Safety
5. Aesthetics

And more...

**b. Phase II: Potential future golf course improvements that will be recommended for Broadacres Golf Course also include, but are not limited to:**

- i. Size, location, and quality of all golf course features - greens, bunkers, tees, mounds, etc.
- ii. Location and condition of cart paths and proposed movement, etc.
- iii. Drainage
- iv. Cart Paths
- v. Maintenance Pain Points
- vi. Enjoyment and Playability
- vii. Aesthetics
- viii. Safety

And more.....

As part of this process, we will provide one (1) site visit to Blue Hill and Broadacres to walk through the proposed changes, garner feedback, and refine the plans prior to December 31<sup>st</sup>, 2023. During this visit, we will go through proposed removals in detail and I will hear and consider questions, comments and concerns for changes to the plan.

***NOTE: With timing of paramount importance to complete the plans prior to 2024 for town budgeting, a visit may be necessary in January or February 2024. Jim Ryan Golf Course Design will make accommodations to provide one (1) visit free of charge prior to March 1<sup>st</sup>, 2024, to answer questions from the Town/Golf Course Representatives or Tree Contractor.***

## Exhibit C

### SCHEDULE OF VALUES

#### PROPOSED TIMELINE

- **October/November 2023:** Letter of Agreement signed
- **November/December 2023:** Draft plans, conduct on-site visit
- **December 2023/Winter 2024:** Tree removals commence

#### FEE SCHEDULE

1. Base Sheet Creation (4)	\$2,500
2. Master Planning	
a. Blue Hill Golf Course Lakeside Nine Master Plan: Phase I	\$3,000
b. Blue Hill Golf Course Woodside Nine Master Plan: Phase I	\$3,000
c. Blue Hill Golf Course Pines Nine Master Plan: Phase I	\$3,000
d. Broadacres Golf Course Master Plan: Phases I & II	<u>\$4,000</u>
	\$15,500

#### FEE NOTES

- Base Sheet Creation Fees are a one-time, setup cost to be paid upon signature of this agreement. Scope of the planning can be completed in phases (ie. one Nine at a time), given explicit written direction is provided to Jim Ryan Golf Course Design.
- Travel costs incurred by Jim Ryan Golf Course Design, outside of standard gas/driving costs, will be the responsibility of the Town/Golf Courses.
- Services outside of Master Planning described above will be subject to separate contracts. Prior to any Bid Administration or Construction Oversight at Broadacres, or Phase II Master Planning and subsequent construction at Blue Hill, a separate agreement will be executed.



October 5, 2023  
Town of Orangetown  
127 Route 303  
Orangeburg, NY 10962

Dear Eamon Reilly,

Please accept this letter as my formal resignation from the Town of Orangetown, effective as of October 28, 2023. I have enjoyed my time here at the town and have learned so much from all of you working here. I will always value the time I spent here. I have chosen another endeavor, but I am saddened to leave. I wish you and the department the very best going forward. Thank you for giving me this opportunity.

Sincerely,



Ashley Schutter

If any owner, or the spouse of any owner, filed a federal income tax return for the applicable income tax calendar year, a copy of the return must be submitted with the application. If you do not have a copy of the federal income tax return, it may be obtained from the District Office of the Internal Revenue Service (IRS) in which the return is filed. For more information, visit [www.irs.gov](http://www.irs.gov).

If you need to request a copy of your previously filed return from the IRS, you may still file your application with your assessor, if you provide the copy of the return to your assessor as soon as you receive it from the IRS.

If an owner, or spouse of an owner is not required to file a federal income tax return, complete and attach Form RP-467-Wkst.

**Income** is defined as the federal adjusted gross income (FAGI) as reported on the applicant's federal form 1040 tax return(s) and subject to the following revisions:

- Social Security benefits not included in the applicant's FAGI are considered income, except where a locality has opted to exclude them from income.
- Distributions from an individual retirement account or individual retirement annuity included in the applicant's FAGI are not considered income, except where a locality has opted to include them in income.
- Medical and prescription drug expenses of an owner that were actually paid for and not reimbursed or paid by insurance may be deducted from income where a locality has opted to allow them to be deducted.
- If an owner is an inpatient in a residential health care facility, the amount paid for care at the facility by that owner (or by that owner's spouse or co-owner) may be deducted from income.
- Any tax-exempt interest or dividends that were not included in the applicant's FAGI is considered income.
- The net amount of loss claimed on federal Schedule C, D, E, F, or any other separate category of loss cannot exceed \$3,000, and the total amount of all losses claimed cannot exceed \$15,000.

7

**Note:** As there are various adjustments to income regarding eligibility for this exemption, some of which are subject to local option by your taxing jurisdictions (municipality, school district, and county), you will **not** be computing your income on Forms RP-467 or RP-467-Rnw. The assessor will determine your income after applying the adjustments available in your taxing jurisdictions.

**Line 11** – If any child, including a child of tenants or lease holders, resides on the property for which an exemption from school taxes is sought, and such child attends any public school (grades Pre-K through 12), no exemption from school taxes may be granted unless the school district in which the property is located has adopted a resolution to permit a school tax exemption for otherwise eligible residential property where children attending public school reside. The child may not have been brought into the residence in whole or in substantial part for the purpose of attending a particular school within the school district.



## Application for Showmobile Use

### Showmobile Requirements

---

***Applications must be submitted to the Parks & Recreation Office no later than 8 weeks prior to your event in order to be placed on a Town Board agenda.***

***There are two pages to this application.*** Please read and understand all items listed on page 1 (this page) and upload your certificate of insurance.

Click "next" to advance to page 2 and fill out all requested information.

**Upload Certificate of Insurance \*** Certificate of Insurance.pdf 86.02KB

**Before completing the Showmobile Request Form, please be aware of the following:**

- + The total area needed for the Showmobile is a space 50 feet in length, 15 feet in width and 25 feet in height.
- + Showmobile stage measures 28 feet long x 14 feet 7 inches deep x 25 feet high when open. One set of stairs is available with hand railings. (Please note that this measurement does not include the trailer hitch or the tow vehicle).
- + The lights require a 110 volt, 20 amp circuit to plug into within 150 feet of the right front side of the Showmobile. Additional electrical equipment must be plugged into a separate circuit.
- + The Showmobile must be parked in a relatively level space. The placement of the Showmobile is at the discretion of the Orangetown Parks & Recreation staff. Although every effort will be made to meet requests, this equipment does not go off road, over curbing, on uneven ground or over rough terrain.
- + The area must be free of obstructions such as overhanging tree limbs, electrical wires, etc.
- + The tow vehicle must remain with the Showmobile for the duration of the event.
- + In the event of winds in excess of 30 MPH, the stage canopy must be closed.
- + The Town seal is not to be covered and no nails, staples, tacks or tape may be used to attach any items to the Showmobile)
- + The organization will receive an emailed invoice after their event is complete. Payment is expected no later than 14 days after receipt of invoice.
- + A member of the organization renting the unit must be on site at time of arrival for proper set up as well as time of departure to assure all event tasks have been completed (i.e. removal of equipment)
- + Any changes/cancellations (unless otherwise agreed upon) to the event must be made 24 hours in advance by contacting Aric Gorton at [agorton@orangetown.com](mailto:agorton@orangetown.com).

**Additional Requirements:**

- + Certificate of insurance required. Must name the Town of Orangetown as additionally insured.
- + Rental Costs: \$500.00 plus labor.

# Showmobile Application

## Event Information

**Event/Festival Name \*** Winter Wonderland Family Festival

**Event Location Name \*** St. Thomas Aquinas College

**Event Address \***

Street Address  
Front Lawn  
Address Line 2  
125 Route 340, Sparkill  
City  
New York  
Postal / Zip Code  
10976

State / Province / Region  
NY  
Country  
USA

**Setup Date & Time \*** 12/1/2023  
11:00:00 AM

**Take-Down Date & Time \*** 12/2/2023  
06:00:00 PM

**Stair Arrangement \***

☐ Right side of stage  
☐ Left side of stage  
☒ Front of stage  
☐ Not Sure

**Set-up Info \***

Please describe in detail what the stage will be used for and how you intend to set it up. If you have a rain date, please list it here so long as all the information above is the same.

Live music and raffles

**Placement \***

☐ Pavement  
☒ Grass/Field  
☐ Other

## Applicant Information

**Applicant's Name \*** Angela McDonnell

**Organization Name \*** STAC

**Organization Address \*** 125 Route 340

**Organization City \*** New York

**Organization State \*** NY

**Phone (w) \*** 917-635-1025

**Phone (c) \*** 917-635-1025

**Email \*** amcdonne@stac.edu

**Signature \***

*Angela McDonnell*

By checking this box and submitting this form, I acknowledge I have read, understand, accept, and agree to the above terms and conditions.

\*

☒ I accept the terms and conditions

**Date**

9/26/2023

11:04:15 AM





STTHOMA-01

NKILDUFF

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/21/2021

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> <b>CLG Insurance - Mahwah</b> <b>1200 MacArthur Blvd.</b> <b>Suite 105</b> <b>Mahwah, NJ 07430</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): (845) 623-3434</b>		<b>FAX (A/C, No): (845) 623-4332</b>
	<b>E-MAIL ADDRESS: certificates@clginsurance.com</b>		
<b>INSURED</b>  <b>St. Thomas Aquinas College</b> <b>125 Route 340</b> <b>Sparkill, NY 10976</b>	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : Twin City Fire Insurance Company</b>		<b>29459</b>
	<b>INSURER B : Trumbull Insurance Company</b>		<b>27120</b>
	<b>INSURER C : Hartford Casualty Insurance Company</b>		<b>29424</b>
	<b>INSURER D : Hartford Accident and Indemnity Company</b>		<b>22357</b>
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<b>X</b>		<b>01UUNZB5528</b>	<b>7/1/2021</b>	<b>7/1/2022</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
<b>B</b>	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <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 OTHER:			<b>01UUNZB5528</b>	<b>7/1/2021</b>	<b>7/1/2022</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>C</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			<b>01HHUZB3290</b>	<b>7/1/2021</b>	<b>7/1/2022</b>	EACH OCCURRENCE \$ <b>15,000,000</b> AGGREGATE \$ <b>15,000,000</b> \$
<b>D</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		<b>N/A</b>	<b>01WBAA0FXC</b>	<b>7/1/2021</b>	<b>7/1/2022</b>	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
<b>A</b>	<b>Abuse &amp; Molestation</b>			<b>01UUNZB5528</b>	<b>7/1/2021</b>	<b>7/1/2022</b>	<b>Per Occurrence</b> <b>1,000,000</b>

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

The Town of Orangetown is included as additional insureds under the General Liability as per the written agreement with regard to work performed by the named insured.

## CERTIFICATE HOLDER

## CANCELLATION

<b>Town of Orangetown</b> <b>81 Hunts Road</b> <b>Orangeburg, NY 10962</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 



## Portable Toilet Request Form

The Town of Orangetown accepts requests for portable toilets from not-for-profit groups for their events and programs. Applications must be submitted 8 weeks prior to the event. In case of any changes, the organization must contact Mark Albert at [malbert@orangetown.com](mailto:malbert@orangetown.com) no later than 48 hours prior to the event.

### Event Information

<b>Event Name *</b>	Orangeburg VFD Holiday Parade		
<b>Event Location Name *</b>	Edgewood Drive and Orangeburg Firehouse		
<b>Event Address *</b>	Street Address		
	61 Dutch Hill Road		
	Address Line 2		
	City	State / Province / Region	
	Orangetown	NY	
	Postal / Zip Code	Country	
	10962	USA	
<b>Event Start Date *</b>	12/9/2023		
	01:00:00 PM		
<b>Event End Date *</b>	12/9/2023		
	09:00:00 PM		
<b>Set-up Info *</b>	Please describe the exact location the units should be placed on the event site		
	Two at each end of Edgewood Lane (4 Total)		
	Two at Edgewood Circle		
	Three at the firehouse 61 Dutch Hill Road		
	One handicap at the firehouse 61 Dutch Hill Road		
<b>Number of regular units required *</b>	9		
<b>Number of ADA units required *</b>	1		
<b>Total Number of units required *</b>	10		

### Applicant Information

<b>Applicant First Name *</b>	Peter
<b>Applicant Last Name *</b>	Byrne
<b>Organization Name *</b>	Orangeburg Fire Department

Organization Not For Profit? <sup>\*</sup> ☐ Yes ☒ No

Organization Address <sup>\*</sup>

Street Address

61 Dutch Hill Road

Address Line 2

City

Orangeburg

Postal / Zip Code

10962

State / Province / Region

New York

Country

United States

Phone (w) <sup>\*</sup>

845-359-5921

Phone (c) <sup>\*</sup>

845-721-4267

Email <sup>\*</sup>

Pbyrne@orangeburgfd.org

Certificate of Insurance <sup>\*</sup>

2023 Town Application for Holiday Parade.pdf

1.98MB

Certificate must list the Town of Orangetown as additional Insured

Signature <sup>\*</sup>

*Peter W Byrne*



## Application for Showmobile Use

### Showmobile Requirements

---

***Applications must be submitted to the Parks & Recreation Office no later than 8 weeks prior to your event in order to be placed on a Town Board agenda.***

***There are two pages to this application.*** Please read and understand all items listed on page 1 (this page) and upload your certificate of insurance.

Click "next" to advance to page 2 and fill out all requested information.

**Upload Certificate of Insurance \*** 2023 Town Application for Holiday Parade.pdf 1.98MB

**Before completing the Showmobile Request Form, please be aware of the following:**

- + The total area needed for the Showmobile is a space 50 feet in length, 15 feet in width and 25 feet in height.
- + Showmobile stage measures 28 feet long x 14 feet 7 inches deep x 25 feet high when open. One set of stairs is available with hand railings. (Please note that this measurement does not include the trailer hitch or the tow vehicle).
- + The lights require a 110 volt, 20 amp circuit to plug into within 150 feet of the right front side of the Showmobile. Additional electrical equipment must be plugged into a separate circuit.
- + The Showmobile must be parked in a relatively level space. The placement of the Showmobile is at the discretion of the Orangetown Parks & Recreation staff. Although every effort will be made to meet requests, this equipment does not go off road, over curbing, on uneven ground or over rough terrain.
- + The area must be free of obstructions such as overhanging tree limbs, electrical wires, etc.
- + The tow vehicle must remain with the Showmobile for the duration of the event.
- + In the event of winds in excess of 30 MPH, the stage canopy must be closed.
- + The Town seal is not to be covered and no nails, staples, tacks or tape may be used to attach any items to the Showmobile)
- + The organization will receive an emailed invoice after their event is complete. Payment is expected no later than 14 days after receipt of invoice.
- + A member of the organization renting the unit must be on site at time of arrival for proper set up as well as time of departure to assure all event tasks have been completed (i.e. removal of equipment)
- + Any changes/cancellations (unless otherwise agreed upon) to the event must be made 24 hours in advance by contacting Aric Gorton at [agorton@orangetown.com](mailto:agorton@orangetown.com).

**Additional Requirements:**

- + Certificate of insurance required. Must name the Town of Orangetown as additionally insured.
- + Rental Costs: \$500.00 plus labor.

# Showmobile Application

## Event Information

**Event/Festival Name \*** Orangeburg VFD Holiday Parade

**Event Location Name \*** Orangeburg Firehouse

**Event Address \***

Street Address	
61 Dutch Hill Road	
Address Line 2	
City	State / Province / Region
Orangeburg	NY
Postal / Zip Code	Country
10962	United States

**Setup Date & Time \*** 12/9/2023  
03:00:00 PM

**Take-Down Date & Time \*** 12/9/2023  
08:00:00 PM

**Stair Arrangement \***

☒ Right side of stage  
☐ Left side of stage  
☐ Front of stage  
☐ Not Sure

**Set-up Info \***

Please describe in detail what the stage will be used for and how you intend to set it up. If you have a rain date, please list it here so long as all the information above is the same.

On Street across from firehouse

**Placement \***

☒ Pavement  
☐ Grass/Field  
☐ Other

## Applicant Information

**Applicant's Name \*** Peter w Byrne

**Organization Name \*** Orangeburg Fire Department

**Organization Address \*** Orangeburg Fire Department

**Organization City \*** Orangeburg

**Organization State \*** NY

**Phone (w) \*** 845-359-5921

**Phone (c) \*** 845-721-4267

**Email \*** pbyrne@orangeburgfd.org

**Signature \***

*Peter W Byrne*

By checking this box and submitting this form, I acknowledge I have read, understand, accept, and agree to the above terms and conditions.

**\***

☒ I accept the terms and conditions

**Date**

10/20/2023

09:40:46 AM

WARRANT

Warrant Reference	Warrant #	Amount
Approved for payment in the amount of		
	102023	\$ 1,346,848.41
	110323	\$ 30,730.52
	111423	\$ 1,490,522.22
		\$ 2,868,101.15

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

APPROVAL FOR PAYMENT

AUDITING BOARD

Councilman Gerald Bottari

Councilman Paul Valentine

Councilman Thomas Diviny

Councilman Brian Donohue

Supervisor Teresa M. Kenny

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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:** 11/9/2023  
**CC:** DEPARTMENT HEADS



The audit for the Town Board Meeting of 11/14/2023 consists of 3 warrants for a total of \$2,868,101.15.

The first warrant had 72 vouchers for \$1,346,548 and had the following items of interest.

1. CSEA Employee Benefit Fund (p4) - \$34,237 for dental benefits.
2. Met Life (p6) - \$14,687 for Police dental benefits.
3. NYPA (p6) - \$23,192 for streetlight project.
4. NYS Dept. of Civil Service (p7) - \$950,852 for Healthcare benefits.

The second warrant had 27 vouchers for \$30,730 and was for utilities.

The third warrant had 215 vouchers for \$1,490,522 and had the following items of interest.

1. A+ Technology (p1) - \$7,474 for security cameras at pump stations.
2. All Traffic Solutions (p3) - \$16,200 for radar message boards.
3. B&H Camera & Video (p12) - \$82,001 for new town hall PEG equipment order.
4. Cotter, Miachael (p15) - \$7,700 for CTR searches.
5. Endress & Hauser (p20) - \$8,757 for sewer equipment.
6. Fanshawe (p23) - \$85,044 for new town hall electrical.
7. Gentile (p26) - \$14,195 for 207c payments.
8. Goosetown Enterprises (p27) - \$7,925 for Police leases.
9. JP Morgan Equipment (p29) - \$53,828 for Energy Performance Bond.
10. Ken's Tree Care (p34) - \$17,407 for tree removal.
11. Kuehne Chemical Co. (p35) - \$6,600 for sewer chemicals.



12. S&L Plumbing & Heating (p52) - \$127,665 for new town hall HVAC.
13. Shi International (p56) - \$27,697 for Police equipment.
14. Tilcon NY (p60) - \$44,145 for Highway materials.
15. Troon Golf (p63) - \$190,797 for GC management contracts.
16. Vanas Construction (p66) - \$612,564 for new town hall GC services.
17. Virtuit Systems (p68) - \$26,662 for battery backups new town hall.
18. Yaboo Fence Co. (p70) - \$8,000 for Police storage area.

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

Jeffrey W. Bencik, CFA

845-359-5100 x2204