

RECEIVED MAY 26 2017

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

*Phone 845-359-2210*

*Fax 845-359-8070*

May 26, 2017

Town Board  
Town of Orangetown  
26 Orangeburg Road  
Orangeburg, NY. 10962

Re: Skae - Columcille Properties, LLC.  
337- 339 Blaisdell Rd, Orangeburg, NY  
Sec. 76.08, Block 1, Lots 3 + 4 (to be combined)  
Antenna/Shed (Permit # 46014)  
17-2297C-7

Dear Board Members,

I officially submit an application for the Skae Site Plan to be considered for a hardship exception to the Temporary Moratorium on Communications Towers, Mono-poles, Antennas and Other Telecommunications Facilities and Structures.

If you require additional information, feel free to contact me.

Very truly yours,



Donald Brenner

DB/st

cc: Town Clerk,  
Town Supervisor

Z:\Doostl - Client\2297C-7 - Skae - Antenna\Planning Board Letter 05.26.17.wpd

To: Town Board, Town of Orangetown

From: Donald Brenner, Attorney for Applicant

Re: Application for Hardship Exception

The Skae Site Plan project has requested a building permit for an antenna to be placed at 337 Blaisdell Road, Orangeburg, New York. Recently, at the May 2, 2017 Town Board meeting, the Board imposed the Temporary Moratorium on Communications Towers, Mono-poles, Antennas and Other Telecommunications Facilities and Structures. The purpose of this temporary moratorium is to update the Town Code by studying the issues of the new and “rapidly changing technologies”. At that Town Board meeting, my client was informed that, as part of the local law, there was a hardship provision, which, if so granted, would permit an applicant to proceed with a building application.

This project should be granted exclusion due to hardship for the following reasons:

1. The great expense the applicant has already invested in obtaining the project’s approval,
2. There will be no adverse effects on the Town’s goals in enacting the moratorium, and
3. This project is in harmony with the existing character of and will not result in any unreasonable impact on the community and immediate neighborhood.

### **I. Unnecessary Hardship**

The applicant has invested substantially in the approval process since the conception of this project.

Beginning in August of 2016, the applicant has been negotiating with the Building Department for a permit for this project. Finally, the Building Department instructed the applicant to file for a building permit.

The building permit application and fees were submit to the Building Department more than half a year ago, on November 17, 2016, along with the required insurance documents, and the site drawings. The permit application received a referral to the Planning Board on December 6, 2017 citing Orangetown Code 21A-4 (Site Development Plan approval required).

On December 22, 2016, an Application for Preliminary Site Plan approval was submitted along with it’s applicable fees to the Planning Board. The project’s first Planning Board Hearing was

scheduled for February 8, 2017. During that February Hearing, the Board and the Head of the Building Department, Mr. John Giardiello, requested that a third party consultant review the antenna project. Subsequently, after the third party consultant approved the project, another third party consultant, a structural engineer, was also retained, at the applicant's additional expense, and both consultants issued favorable reports.

On February 17, 2017, a supplemental 35-page report was submit to the Planning Board Clerk by the applicant indicating that this application would not fall under the requirements of Chapter 43 Section 8.15 "Wireless Communication Facilities". As noted above, the Town's engineering consultant agreed with the applicant's report, stating that, since there are no RF emissions, an additional study of RF emissions was not required.

This project was again heard before the Planning Board on May 10, 2017, and the Town Attorney believed that the moratorium barred the Planning Board from reviewing this antenna application and instructed the applicant to file for the hardship application.

Further investigation disclosed that the Planning Board was not barred from reviewing the project at their May 10, 2017 meeting. Consequently, the applicant brought the project before the Planning Board at their May 24, 2017 meeting in an attempt to rectify this oversight. The Planning Board requested that the applicant immediately file for a hardship exception from the Town Board. The Clerk to the Planning Board re-scheduled the project for another hearing on July 12, 2017 for Preliminary/Final Site Plan approval.

Therefore, the applicant is requesting this hardship application be reviewed by the Town Board prior to the July 12, 2017 Planning Board meeting.

This application was submit to the Town more than six months prior to the effective date of the moratorium, and was delayed due to costly and time consuming third party consultations, which proved to be unnecessary in relation to radio frequency emissions.

## **II. No Adverse Effects on Moratorium**

The purpose of the moratorium is to address new telecommunications technologies since the Town's "Wireless Communications Facilities" local law was enacted in 1997.

However, this application is to install a small Yagi type antenna on a self-supporting mast, which will be approximately 75 feet high. The antenna will be a receiver-only antenna, receiving financial information. This Yagi antenna will be for short-wave reception. It is indistinguishable from a radio ham set.

The technology used with this type of antenna has been unchanged since 1926.

Additionally, this Yagi type antenna will not transmit any RF emissions, as previously stated by the Town's third party special consultant, Mr. Ronald Graiff, in his letter dated March 23, 2017.

### **III. Community Impact**

There are no residential properties within a 500 foot radius of the proposed site of the antenna.

The area is a non-residentially zoned area, Zone LIO.

The antenna will not exceed 75 feet.

Within the neighborhood, there is a separate existing communications tower, 150 feet high, located at 50-54 Ramland Road, operated by Verizon Wireless.

Since this application is for a simple receiver-only Yagi antenna, it will have little to no impact on the surrounding properties.

Moreover, the applicant has spent a substantial amount of money for (1) engineers (2) drawings, (3) application fees, (4) special consultants requested by the Town, and (5) time.

Based on the above facts and the fact that he will be further delayed because the Planning Board does meet the entire month of August, we request that this project be granted the hardship exclusion to the temporary moratorium, so that the applicant may proceed with his application.

## **SANDER I. BONVELL**

Professional experience in environmental regulatory and technical compliance for federal and state construction and operation air permitting; hazard management and risk; contaminated site investigation and remediation, and impacted property evaluation. Background in chemistry, life sciences, medical research, laboratory management, analytical design, and data management; risk assessment; forensic environmental chemistry, expert witness, and environmental sampling and analysis.



### **AIR PERMITTING & COMPLIANCE**

Permit construction, modifications and renewals, recordkeeping, reporting, emission inventories, auditing, consent order negotiating, air modeling review and state and federal Clean Air Act-based support. Representative clients include:

- **New York University** – multiple year central power plant compliance reporting, Title V permit renewals and modifications for major repowering, NO<sub>x</sub> RACT & BACT plans, and regulatory agency negotiations.
- **Toyota** – permitting of over 60 dealership facilities in New York State for specialty VOC-application coating to trucks; part of a 20-state national recall program.
- **St. Lawrence Cement** – due diligence creation of the largest database of U.S. domestic cement producing facilities' emissions and permitting information. Dealt with air permitting authorities in 36 states.
- **Central Boiler** – U.S. largest domestic producer of outdoor wood burners (hydronic heaters); evaluation of domestic historic testing of emissions using statistics for regulatory application.
- **National Resources Defense Council** – expert witness for vehicular pollution analysis.
- **Brooklyn Navy Yard Cogeneration Plant** – Environmental Management System Audit to satisfy EPA Performance Track Program.
- **Town of Malta** – retained by Town engineering firm to consult on air matters for \$4 billion chip fabrication plant, GlobalFoundries.

### **MULTI-MEDIA HAZARDOUS WASTE MANAGEMENT, INVESTIGATION & REMEDIATION**

CERCLA (Superfund), RCRA, TSCA and state and federal oil/chemical spill programs. Project and program management, regulatory negotiating, expert witness and litigation support, quality assurance and chemistry/toxicology/risk assessment. Representative clients include:

- **General Electric** - RI/FS for EPA Moreau Superfund site; sampling and analytical data validation of trichloroethene contaminated groundwater and surface water; soil polychlorinated biphenyl (PCB) delineation, 550 samples field analyzed. Expert witness/eight year litigation and technical support.
- **Occidental Chemical (NY)** –remediation of plastics & resins in aquatic, ecological environment, and chlorobenzene & chlorophenol soil contamination chemistry.
- **DuPont's Pompton Lakes (NJ) global munitions** - investigation and risk assessment for air, terrestrial and aquatic vegetation, residential garden soil and vegetables, and fish/biota; 50 state survey of contaminated fish consumption regulatory programs; 4,000 soil/sediment samples; major mercury and lead contamination.
- **Texaco International Research (NY)** - groundwater modeling and monitoring of RCRA groundwater flowing downhill into CERCLA groundwater, and the merged waters flowing through a product- contaminated subsurface under an on-shore petroleum tank farm, and discharging to the adjacent river.
- **Hudson River RI/FS Reassessment** - state-of-the-art PCB congener studies, analytical interpretation, method development and validation. Responsibilities applied to 140 congeners in water, sediment, particulate, fish and benthos; study design, statistical analysis and data validation; gas chromatography and mass spectrometry comparison, and comparison of different parties chemistries involved in the regulatory process.

# **SANDER I. BONVELL**

## **PROFESSIONAL EXPERIENCE**

### **Environmental Permitting, Compliance & Air Quality**

*MedAir Associates LLC, dba Earth View Environmental* (Ballston Spa, NY)

### **Environmental Permitting & Compliance & Air Quality**

*Air Resources Group, LLC* (Albany, NY)

### **Senior Scientist and Project Manager & QA Officer**

**NYSDEC Superfund Program**

*TAMS Consultants, Inc.* (Clifton Park, NY)

### **Principal Manager of Environmental Operations**

*Clough, Harbour & Associates* (Albany, NY)

### **Manager of Chemistry and Sampling Services & QA Officer**

**Government Programs**

*Dunn Geoscience Corporation* (Albany, NY)

### **Environmental Laboratory Manager**

*Scientific Laboratories, Inc.* (NY, NY)

### **Environmental Laboratory Manager**

*Bender Hygienic Laboratories* (Albany, NY)

### **Biomedical Research and Laboratory Management**

**Depts. of Neurology, Physiology and Biochemistry**

*Albany Medical College* (Albany, NY)

## **Legal Support, Interrogatories, Affidavits, Depositions and Expert Witness: CHEMISTRY**

- vehicular exhaust and regional air impacts
- lead, arsenic and DDT pesticides in orchards for development
- record manufacturing
- wood preservation
- dry cleaning
- chlorinated solvents and PCBs
- herbicides and pesticides
- spilled petroleum impact upon Styrofoam boat dock material
- electroplating; criminal litigation support
- solvents and metals for Superfund Defendant Litigation Support

## **EDUCATION**

**Rensselaer Polytechnic Institute**, MS Chemistry

**Albany Medical College**, Department of Molecular Biology and Pathology, PhD program

**State University of NY at Albany**, BS Chemistry

## **PROFESSIONAL AFFILIATIONS - PAST AND PRESENT**

Air and Waste Management Association - Chair, Climate Change Committee

Albany-Colonie Regional Chamber of Commerce – Chair, Environmental Committee

Environmental Business Association of New York State – Chair, Climate Change Committee

National Solid Waste Management Association: Institute of Chemical Waste Management; Washington, D.C.

Consultant and Researcher for the New York State Museum

Hudson Valley Industrial Environmental Group (Founder and 10-year Chair)

ASTM Committees D-18, E-47 and E-50

Indoor Air Quality Association; American Industrial Hygiene Association

American Chemical Society; Business Council of New York State

Association of Graphic Communications, Mid-Hudson Graphic Arts Association, Speaker for Lorman Education Services

Onesquethaw-Coeymans Watershed Council, President



**POLLUTION CONTROL AND AIR & WASTE MANAGEMENT**  
Regulatory & Technical Permitting & Compliance

**ENVIRONMENTAL CHEMISTRY**  
Hazard Evaluation & Remediation, Expert Witness,  
Risk Apportionment, Community Education

**INDOOR & AMBIENT AIR QUALITY TESTING**  
Chemistry Monitoring Design and Application

**A Division of MedAir Associates LLC**

Submitted electronically to:  
astewart@orangetown.com

May 30, 2017

Supervisor, Andrew Y. Stewart  
Town of Orangetown 10962

Subject: Community Air Quality and Aluf Plastics

Dear Mr. Stewart:

Based on our recent conversations about air quality issues attributed to the Aluf Plastics facility ('Aluf'), I offer this proposal to the Town of Orangetown for professional review and commentary to provide guidance and understanding of the technical and regulatory matters in moving forward to alleviate the problem that has beset the town.

SCOPE OF WORK

- Review and provide summary comments to documents such as Korlipara Engineering's January 20, 2017 draft report "*Engineering Investigations of Air Emissions Controls at Aluf Plastics and Identification of Remedial Actions for Their Enhancements*";
- Provide commentary and suggestions for the current (and any future) NYSDEC Orders on Consent and Air [State Facility (ASF)] permits, especially mechanisms to ensure Aluf's adherence to compliance, and suggestions for (stack) testing to determine appropriate permit-related pollutants;
- Comment on future/proposed air monitoring by parties concerned as to the merits of such testing and the cost effective/useful information it will provide;

**EARTH VIEW ENVIRONMENTAL**  
A Division of MedAir Associates LLC  
89 Hyde Boulevard / Ballston Spa, NY 12020  
Office: 518.309.3980 / Mobile: 518.265.6268  
sbonvell1@nycap.rr.com

- Continuing telephone discussions, memorandums, email communications and preparation of documents as the Town requests on Aluf, and other projects or programs that involve similar technical and/or regulatory matters;
- Review existing air test results, not just based on tabulated data, but based on original reports that provide sampling protocols and methodologies. One major indication of the chemistry of the odor problem is Korlipara's summary table identified in the January report as "Table 1", in which results of 2007 and 2016 monitoring efforts are presented, as well as a 2011 'study' performed by HRP. It would be beneficial to briefly review the original reports as to methodology and other characterizing factors. Particularly, Korlipara states that the 2016 results indicate the parameters found during testing, as well as breakdown/degradation products of these substances, but there is no distinction between the two categories that I can find; it would be very helpful to see what parameters were sought during testing and what was actually detected during the monitoring; and
- Though the Korlipara report is very thorough in describing the Aluf facility and operations, it would be most beneficial for me to tour the facility so my subsequent actions are based on first-hand knowledge.

#### COST OF SERVICES

MedAir Associates LLC, dba Earth View Environmental (EVE), will provide these services on an as-needed basis at the request of the Town. For each such request, the Town will provide a brief description of the scope of work and the anticipated level of effort expected of MedAir/EVE with approximate due dates, if applicable.

MedAir invoices are billed monthly at an hourly labor rate of \$90 with payment due 30 days including reimbursement of reasonable expenses (travel, postage, etc.).

I have attached a summary of my expertise and experience.

To proceed, please issue a purchase order or similar authorization referencing this proposal letter. I can be reached at [sbonvell1@nycap.rr.com](mailto:sbonvell1@nycap.rr.com) or (518) 265-6268 for any discussion or comments.

Sincerely,

*electronic delivery*

Sander Bonvell

Attachments

**EARTH VIEW ENVIRONMENTAL**  
A Division of MedAir Associates LLC  
89 Hyde Boulevard / Ballston Spa, NY 12020  
Office: 518.309.3980 / Mobile: 518.265.6268  
[sbonvell1@nycap.rr.com](mailto:sbonvell1@nycap.rr.com)

# CONSULTING AGREEMENT

Between

TRC ENVIRONMENTAL CORPORATION

and

THE TOWN OF ORANGETOWN

This AGREEMENT made on the \_\_\_\_ day of June, 2017 is by and between TRC ENVIRONMENTAL CORPORATION (“TRC” or “CONSULTANT”), and THE TOWN OF ORANGETOWN, a municipal corporation, organized under the laws of the State of New York, with offices at 26 Orangeburg Road, Orangeburg, New York 10962 (“CLIENT”).

CLIENT retains TRC to perform certain engineering consulting services at or relative to certain premises at, or in the vicinity of 2 Glenshaw St., Orangeburg, New York 10962 \_ in return for consideration to be paid by CLIENT under terms and conditions set forth below. Sometimes each of CLIENT and CONSULTANT are hereinafter referred to individually as “Party” and collectively as “Parties.”

The offer and acceptance of any services or goods covered by this Agreement is conditioned upon the terms and conditions contained herein. Any additional or different terms and conditions, other than as set forth herein, or in a written addendum to this Agreement, endorsed by each party hereto, will not be binding upon either party.

## ARTICLE 1. SCOPE OF WORK

CONSULTANT will provide engineering consultation and other services as provided in the attached Schedule A. The Scope of Work and the time schedules set forth in Schedule A are based on information provided by the CLIENT. If this information is incomplete or inaccurate, or if site conditions are encountered which materially vary from those indicated by CLIENT, or if CLIENT directs CONSULTANT to change the original Scope of Work shown in Schedule A, a written amendment equitably adjusting the costs, performance time and/or terms and conditions, shall be executed by CLIENT and CONSULTANT.

## ARTICLE 2. COMPENSATION

2.1 CONSULTANT shall be paid a lump sum amount for each of the three separate tasks, *to wit*, Air Sampling, On-site Meteorological and Odor Survey, in the amounts, and based on the assumptions, set forth in Schedule “B”, annexed hereto and made a part hereof.

In the event CLIENT requests that additional tasks be performed by CONSULTANT, CONSULTANT shall provide an estimate of the fees to be charged for such additional scope, which shall be approved, in writing, before such additional services are performed.

The lump sum amounts shall be billed monthly for percent complete for each task and paid within thirty (30) days following receipt of CONSULTANT’S invoices. Upon

receipt of the final report, the CLIENT shall pay within thirty (30) days upon receipt of invoice.

- 2.2 If CLIENT fails to make any payment due CONSULTANT within thirty (30) days after receipt of an invoice, then the amount due CONSULTANT will increase at the rate of 1.5 percent per month after the 30th day. In addition, CONSULTANT may, after giving seven (7) days written notice to CLIENT, suspend its services and any deliverables until CONSULTANT has been paid in full for all amounts outstanding more than thirty (30) days.

### **ARTICLE 3. CLIENT'S RESPONSIBILITIES**

- 3.1 CLIENT will designate in writing the person or persons with authority to act in CLIENT's behalf on all matters concerning the services to be performed for CLIENT.
- 3.2 CLIENT will furnish to CONSULTANT all existing studies, reports, data and other information ("Information") available to CLIENT necessary for performance of the services, authorize CONSULTANT to obtain additional data as required, and furnish the services of others where necessary for the performance of the work. CONSULTANT will be entitled to use and rely upon all such Information.
- 3.3 Where necessary to performance of the work or services, CLIENT shall arrange for CONSULTANT's access to any site or property.

### **ARTICLE 4. PERFORMANCE OF SERVICE**

- 4.1 CONSULTANT's services will be performed and its report submitted within the time period set forth in Schedule A.
- 4.2 CONSULTANT's services under this Agreement will be considered complete at the earlier of (i) the date when CONSULTANT's report is accepted by the CLIENT or (ii) thirty (30) days after the date when CONSULTANT's report is submitted for final acceptance if CONSULTANT is not notified in writing within such 30-day period of a material defect in such report.
- 4.3 Additional services will be performed and completed within the time period agreed to in writing by the parties at the time such services are authorized.
- 4.4 If any time period within or date by which any of CONSULTANT's services are to be performed is exceeded for reasons outside of CONSULTANT's reasonable control, all rates, measures and amounts of compensation and the time for completion of performance shall be subject to equitable adjustment.

## **ARTICLE 5. CONFIDENTIALITY**

CONSULTANT will hold confidential all information obtained from CLIENT, not previously known by CONSULTANT or not in the public domain, unless such information comes into the public domain through no fault of CONSULTANT, or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential.

## **ARTICLE 6. STANDARD OF CARE**

In performing services, CONSULTANT agrees to exercise professional judgment, made on the basis of the information available to CONSULTANT, and to use the same degree of care and skill ordinarily exercised in similar circumstances by reputable consultants performing comparable services. This standard of care shall be judged as of the time and place the services are rendered, and not according to later standards.

## **ARTICLE 7. INSURANCE**

CONSULTANT will procure and maintain insurance as required by law. At a minimum, CONSULTANT will have the following coverage:

- (1) Workers compensation and occupational disease insurance in statutory amounts.
- (2) Employer's liability insurance in the amount of \$1,000,000.
- (3) Automobile liability in the amount of \$1,000,000.
- (4) Commercial General Liability insurance for bodily injury, death or loss of or damage to property of third persons in the amount of \$1,000,000 per occurrence, \$2,000,000 in the aggregate.
- (5) Professional errors and omissions insurance in the amount of \$1,000,000.

The CONSULTANT shall list the CLIENT as an "additional named insured" on the CONSULTANT'S General Liability, Automobile and Excess General Liability policies and furnish to CONSULTANT with certificates of insurance reflecting CLIENT'S status as such.

Certificates and policies of insurance acceptable to the TOWN shall contain a provision that coverages afforded under the policies will not be cancelled or allowed to expire or lapse until at least twenty (20) days' written notice has been given to the CLIENT. Such policies shall further contain a Waiver of Subrogation provision in favor of the TOWN its officials, officers, agents, inspectors and employees.

## **ARTICLE 8. ALLOCATION OF RISK**

8.1 CONSULTANT shall be liable to CLIENT only for direct damages to the extent caused by CONSULTANT's negligence or willful misconduct in the performance of its services.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES. To the fullest extent permitted by law, the total liability in the aggregate of CONSULTANT and its employees, subcontractors or suppliers to CLIENT and anyone claiming by, through or under CLIENT on all claims of any kind (excluding claims for death or bodily injury) arising out of or in any way related to CONSULTANT's services, or from any cause or causes whatsoever, including but not limited to negligence, errors, omissions, strict liability, indemnity or breach of contract, shall not exceed the coverage provided under CONSULTANTS' liability and Professional Liability Insurance policies.

- 8.2 If CONSULTANT furnishes CLIENT with advice or assistance concerning any products, systems or services which is not required under the Scope of Work or any other contract among the parties, the furnishing of such advice or assistance will not subject CONSULTANT to any liability whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.
- 8.3 Any delays in or failure of performance by CONSULTANT shall not constitute a default under this Agreement if such delays or failures of performance are caused by occurrences beyond the reasonable control of CONSULTANT including but not limited to: acts of God or the public enemy; expropriation or confiscation; compliance with any order of any governmental authority; changes in law; acts of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots; strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; CLIENT's failure to provide data in CLIENT's possession or provide necessary comments in connection with any required reports prepared CONSULTANT; or any other causes which are beyond the reasonable control of CONSULTANT. For any event of force majeure, there shall be an equitable adjustment in the schedule for performance or an equitable adjustment in the payments made to CONSULTANT, or both.

## **ARTICLE 9. OWNERSHIP OF DOCUMENTS**

- 9.1 All notes, memoranda, drawings, designs, specifications and reports prepared by CONSULTANT shall become CLIENT'S upon completion of the payment to CONSULTANT as provided herein.
- 9.2 All documents including drawings and specifications prepared by CONSULTANT pursuant to the Scope of Work are instruments of service with respect to this project. Such documents are not intended or represented to be suitable for reuse by CLIENT or by any other party on subsequent extensions or phases of this project or site or on any other project or site without the written consent of both CLIENT and CONSULTANT.
- 9.3 Any reuse without written approval or adaptation by CONSULTANT for the specific purpose intended will be at the CLIENT'S sole risk and without liability or legal exposure to CONSULTANT. Any such reuse requested by CLIENT will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT. A request by CLIENT to provide a letter of reliance to a third party will entitle CONSULTANT to assess a small charge in connection with documenting its consent.

9.4 CONSULTANT will retain the technical project file for a period of six (6) years from project completion (if CLIENT is a governmental entity, files shall be maintained for a 10-year period following project completion). CLIENT shall notify CONSULTANT at the completion of work if CLIENT requires the file in this matter to be transferred to CLIENT or another entity, or retained by CONSULTANT for a longer period of time. In the absence of any written instructions to the contrary from CLIENT, CONSULTANT will have the right to discard any and all files, records or documents of any type related to the Scope of Work after the stated period. During the stated period, any requests for document recovery and reproduction will be assessed a fee in accordance with CONSULTANT'S Schedule of Fees.

## **ARTICLE 10. INDEPENDENT CONTRACTOR**

The CONSULTANT is an independent contractor and shall not be regarded as an employee or agent of the CLIENT.

## **ARTICLE 11. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

The CONSULTANT shall observe all applicable provisions of the federal, state and local laws and regulations, including those relating to equal opportunity employment.

## **ARTICLE 12. SAFETY**

The CLIENT shall be obligated to inform the CONSULTANT and its employees of any applicable site safety procedures and regulations known to CLIENT as well as any special safety concerns or dangerous conditions at the site. The CONSULTANT and its employees will be obligated to adhere to such procedures and regulations once notice has been given.

CONSULTANT shall not have any responsibility for overall job safety at the site. If in CONSULTANT'S opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, CONSULTANT may immediately suspend performance until such safety standards can be attained. If within a reasonable time site operations or conditions are not brought into compliance with such safety standards, CONSULTANT may in its discretion terminate its performance, in which event CLIENT shall pay for services and termination expenses as provided in Article 15.

## **ARTICLE 13. LITIGATION**

At the request of CLIENT, CONSULTANT agrees to provide testimony and other evidence in any litigation, hearings or proceedings to which CLIENT is or becomes a party in connection with the work performed under this Agreement. CLIENT agrees to compensate CONSULTANT at its then current rates for its time and other costs in connection with such evidence or testimony. Similarly, if CONSULTANT is compelled by legal process to provide testimony or produce documents or other evidence in connection with work performed, CONSULTANT agrees to contact CLIENT and cooperate with CLIENT and CLIENT'S counsel. CLIENT agrees to

compensate CONSULTANT at its then current rates for its time and expense in connection with such testimony, document production or other evidentiary production.

#### **ARTICLE 14. NOTICE**

All notices to either Party by the other shall be deemed to have been sufficiently given when made in writing and delivered in person, by facsimile, certified mail or courier to the address of the respective Party or to such other address as such Party may designate by providing notice as set forth herein.

#### **ARTICLE 15. TERMINATION**

The performance of work may be terminated or suspended by either Party, in whole or in part. Such termination shall be effected by delivery of fifteen (15) days prior written notice specifying the extent to which performance of work is terminated and the date upon which such action shall become effective. In the event work is terminated or suspended by CLIENT (or by CONSULTANT as provided herein) prior to the completion of services contemplated hereunder, CONSULTANT shall be paid for (i) the services rendered to the date of termination or suspension; (ii) demobilization costs; (iii) costs incurred with respect to noncancellable commitments; and (iv) reasonable services provided to effectuate a professional and timely project termination or suspension.

#### **ARTICLE 16. SEVERABILITY**

If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

#### **ARTICLE 17. WAIVER**

Any waiver by either Party or any provision or condition of this Agreement shall not be construed or deemed to be a waiver of a subsequent breach of the same provision or condition, unless such waiver is so expressed in writing and signed by both Parties.

#### **ARTICLE 18. GOVERNING LAW**

This Agreement will be governed by and construed and interpreted in accordance with the laws of the State of New York without giving effect to choice of law or conflicts of law provisions thereof.

#### **ARTICLE 19. DISPUTE RESOLUTION**

The Parties agree that in any dispute over the terms of this Agreement or any issue arising under this Agreement, they will make a good faith effort to resolve the matter without litigation, and such good faith effort shall be through negotiation for a period of not less than thirty (30) days, which may be extended by agreement of the Parties. Such efforts shall include, but not be limited to, a meeting(s) attended by each Party's representative(s) empowered to resolve the dispute. The Parties agree that before either Party may commence an action against the other Party, they will

consider the use of alternate forms of dispute resolution. Pending the outcome of such dispute resolution, both Parties shall take reasonable steps to mitigate any damages.

**ARTICLE 20. CAPTIONS**

The captions of these terms and conditions are intended solely for the convenience of reference and shall not define, limit or affect in any way the provisions, terms and conditions hereof or their interpretation.

**ARTICLE 21. ENTIRE AGREEMENT**

This Agreement including attached Schedules represent the entire understanding and agreement between the Parties and supersede any and all prior or contemporaneous agreements, whether written or oral, and may be amended or modified only by a written amendment signed by both Parties.

This Agreement is effective on the last day signed.

The execution of this Agreement by CLIENT was approved by resolution of the Town Board of the Town of Orangetown, duly adopted the \_\_\_\_ of May, 2017.

**TRC ENVIRONMENTAL CORPORATION**

**TOWN OF ORANGETOWN**

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## **SCHEDULE A**

### **SCOPE OF WORK**

Collect and analyze ambient air samples in order to quantify volatile organic compounds that are potentially causing the odors associated with the Aluf Plastics Facility.

Utilize EPA's Compendium Method T0-15. This method documents sampling and analytical procedures for the measurement of subsets of volatile organic compounds (VOCs) in air. The VOCs are to be collected in specially prepared summa canisters separated by a gas chromatograph and measured by mass spectrometry.

TRC is to perform a three-month study to measure concentrations of VOCs at four monitoring locations following the every sixth day schedule.

Add on services are to include:

- on-site odor expert to identify odor sources and conduct an odor survey
- on-site meteorological monitoring station to identify upwind and downwind sampling locations

TRC will:

- collect at least eleven (11) sets of evacuated canister samples (24 hours induration) at four locations in the vicinity of the Aluf Plastics facility following EPA Compendium Method T0-15. The canisters will be analyzed for the complete list of T0-15 compounds.
- visit Orangetown to select sampling locations.
- review analytical data and provide a summary of results.
- Field Survey/Site Selection

#### Field Survey/Site Selection

Prior to establishing an air monitoring program, TRC will conduct a site survey to ensure that sampling locations meet the siting and installation requirements for the methods being conducted.

Using three-month program, sampling locations will be placed at points approximately every 90° around the facility.

It is during this initial task that odor sources would also be identified by TRC's odor expert, Dr. Karen Vetrano, since the option for an on-site odor expert was selected.

#### Mobilization/Installation

TRC will begin mobilizing sampling equipment as soon as authorization is received. Mobilization and Installation will include:

- Coordination with analytical laboratory for canister delivery,

- Installation of sampling stations at secure locations for canister deployment, and
- Installation and calibration of meteorological monitoring station, if needed.

### Routine Operations

Routine sampling operations will be carried out by staff from one of TRC's New York offices. TRC will provide staff that have received detailed training and Standard Operating Procedures (SOPs) will be available to local staff responsible for commencing and recovering canister samples.

For the three-month sampling program, air samples will be collected at four locations every six days in accordance with USEPA's sampling calendar. This approach will yield 60 total samples. Additionally, field blanks and collocated samples will be collected once a month.

All samples will be shipped Federal Express Ground (2-day delivery) to Con-Test analytical Laboratory in East Longmeadow, MA for analysis.

### Data Management and Reporting

Laboratory personnel will verify analytical data at the time of analysis and reporting through subsequent reviews of the raw data for any non-conformances with the requirements of analytical methods. Laboratory personnel will make a systematic effort to identify any outliers or errors before the data is reported. Outliers identified during data verification will be investigated and corrected; outliers that cannot be attributed to errors in analysis, transcription, or calculation will be clearly identified in the case narrative section of the analytical data package.

Data generated by the laboratory will be initially reviewed by the laboratory QA manager before data packages are forwarded to TRC's data manager. The data manager will verify that the data package is complete and contains all requested analyses, QC results, and raw data. The TRC data manager will identify any missing information and will contact the laboratory project manager to obtain this information. All QA/QC data will be compared to the data quality objectives and numerical control limits listed within laboratory SOPs. Any outliers will be identified and impacts on data quality and utility described.

A single final report will be issued at the completion of this sampling program. A draft of the report will be provided to Orangetown within 30 business days after receiving the last set of sample results. The report will include:

- Recapitulation of sampling events and any sampling issues,
- Summary of local meteorological conditions during sampling events (on-site or from Westchester County Airport NWS station),
- Summary of 24-Hour Time Weighted Average (TWA) sample concentrations for VOCs,

- Analysis of data

### Demobilization

At the end of the three month study program, TRC will retrieve equipment provided to Orangetown. The TRC sampling technician will provide all relevant field sampling forms and notes to the Data Manager. This information will be required to validate and analyze the complete data set.

### Optional On-Site Odor Expert

Task 1: Identification of Odor Sources. The initial task will entail a review of Aluf Plastics' (the facility) processes, as well as emissions from these processes and procedures; plant layout including emission points; history of odor complaints (time and location of odor episodes) etc. TRC will work with the facility to detail historical remedial activities that have already been taken to abate the odor(s).

Task 2: Conduct of Odor Survey. The odor survey is important to physically locate and characterize the extent of the odor impacts in the neighboring community under worst case weather conditions (early morning and evening hours) and to coordinate the odor impacts with the frequency and duration of the facility's activity which generates the odor.

As part of this scope of work, Dr. Vetrano will perform odor surveys during processing to determine if odors are detected at the fence line or within the community. During the day of the survey, at least five (5) surveys will be performed, these surveys will occur, but are not limited to, (1) the early morning hours prior to the start of facility operations, (2) the hours of operation time, and (3) the late evening hours. Usually, during the early morning and late evening hours, stable inversion weather conditions are expected. It is under these weather conditions that the odors would most likely be perceived. The survey area will include areas surrounding the facility in all directions, with specific efforts aimed at downwind locations and the neighborhood areas surrounding the facility. During the surveys, TRC will record the meteorological conditions, the odor perceived, its intensity and character, the suspected source and the location where the odor is perceived. TRC will use St. Croix's Nasal Ranger Field Olfactometer to determine the dilutions-to-threshold (D/T) of any odors observed during the odor survey.

Documentation for the Nasal Ranger is provided in Appendix B.

### On-Site Meteorological Monitoring Station

TRC will install a meteorological monitoring station at a secure location representative of local conditions in the town of Orangetown. All instrumentation specifications will meet the measurement quality objectives (MQO) and accuracy requirements meteorological monitoring instrumentation presented in *Quality Assurance Handbook for Air Pollution Measurement Systems, Volume IV: Meteorological Measurements*,

At a location that meets the siting criteria for each measurement, TRC will install a 10 meter aluminum tower equipped with instrumentation for measuring horizontal wind speed and direction, standard deviation of wind direction, temperature, and relative humidity. A barometric pressure sensor will be installed within an enclosure that will house a data logger, PC and cellular modem.

The following table summarizes the instrumentation to be used for each of the required meteorological parameters.

Parameter	Manufacturer	Model	Units	Accuracy	Range	Resolution	Height
Wind Speed	R. M. Young (RMY)	05305	meters/second (m/s)	± 0.2 m/s	0 - 50	0.1	10 m
Wind Direction	RMY	05305	Degrees (°)	± 3 °	0 - 360	1	10 m
Temperature	RMY	41342	Degrees Celsius (°C)	± 0.1 °	-50 - 50	0.1	2 m
Relative Humidity	RMY (Rotronic)	41382	%	± 1%	0 - 100	0.1	2 m
Barometric Pressure	RMY	61302	Hectopascal	± 2 hPa	500 - 1,100	1	1 m

A RMY Model 26800 meteorological translator will be programmed to acquire data from all sensors at a frequency of one measurement per second. The 26800 will perform all calculations necessary to provide 5-minute averages for: scalar wind speed, vector wind speed, unit vector wind direction, vector wind direction, Standard Deviation of Wind Direction T, RH, and P. The logger PC (equipped with a SSD) will poll the 26800 at 5 minute intervals, store data in a local database and transmit all measurements to the SQL database via a 4G cellular modem.

Upon completion of the meteorological station installation, all sensors will be calibrated using National Institute of Standards and Testing (NIST) certified devices following TRC Standard Operating Procedures (SOPs) developed in accordance with applicable EPA guidance documents such as QA Handbook Volume IV.

## **Project Team**

Mr. Jonathan Bowser will serve as TRC's Project Manager and will be responsible for ensuring that all tasks are completed in an efficient and effective manner following all applicable regulations and guidance documents. Mr. Bowser has a M.S. in Environmental Engineering and over 30 years of experience conducting air quality and meteorological monitoring programs in all 50 states and many U.S. territories as well as internationally. Data management and reporting will be performed by Ms. Melita Lihzis. Ms. Lihzis holds a B.S. in Chemistry and serves as the data manager for TRC's ambient monitoring projects. She has 10 years of air quality monitoring experience.

Together, Mr. Bowser and Ms. Lihzis will perform the review and analysis of data generated from this air sampling program.

Dr. Karen M. Vetrano, Ph.D., will be the task manager for the odor survey option of this project. Dr. Vetrano has 25 years of experience in odor measurement and evaluation. She will also be responsible for conducting of the odor survey project. Dr. Vetrano has been certified in the use of the Nasal Ranger by St. Croix.

## **Schedule**

Following is a proposed schedule for the Doral monitoring program. This schedule assumes TRC receives authorization to proceed on or before May 31st, 2017.

<b><u>ACTIVITY</u></b>	<b><u>DATE (2017)</u></b>
Authorization to Proceed	On or before June 13 <sup>th</sup>
Site Selection/Odor Source Identification	June 20 <sup>th</sup> and 21 <sup>st</sup>
Begin Sample Collection	June 26 <sup>th</sup>
3-month: Final Sample Collection	September 25 <sup>th</sup>
3-month: Report Submitted to Orangetown	On or before October 25 <sup>th</sup>

**SCHEDULE B**  
**COSTING AND ASSUMPTIONS**

TRC proposes to conduct the selected sampling program for a lump sum price, as expressed in the table below.

**Routine Sample**

Program Duration	Air Sampling Program	On-Site Meteorological
3-month	<b>\$35,038</b>	<b>+ \$3,174</b>

TRC proposes to conduct an odor survey for a lump sum price of **\$20,600**. Costs associated with an on-site odor expert are based on an initial site visit, one week on-site performing the odor survey, gathering supplemental information from Aluf, and preparing a report of findings.

This cost estimate is based on the following assumptions:

- TRC will:
  - o Select sampling locations,
  - o Provide local staff to perform routine sampling operations,
  - o Contract an accredited laboratory to perform analyses,
  - o Review data on a timely manner,
  - o Provide a summary report.
- The Town of Orangetown will:
  - o Provide transportation for Mr. Bowser and Dr. Vetrano during the sampler site selection and odor source identification,
  - o Provide security fencing, if necessary, at the sampler locations, Communicate with TRC following each sample period, complete sample chain of custody form and maintain a logbook of activities and observations during the duration of the study.

## Vicki Caramante

---

**From:** Troy, Denis [REDACTED]  
**Sent:** Friday, May 26, 2017 11:45 AM  
**To:** Andy Stewart; Wayne Roimisher  
**Cc:** Steph Finucane  
**Subject:** RE: Substance Abuse Committee

Andy

Thanks for your suggestion. Please add Wayne to next TB agenda.  
Denis

Denis M. Troy, PMP  
Assistant Director MIS – Applications Development County of Rockland Office # 845-364-2731 Cell # 845-548-4142

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

From: Andy Stewart [<mailto:astewart@orangetown.com>]  
Sent: Friday, May 26, 2017 10:24 AM  
To: Wayne Roimisher [REDACTED]; Troy, Denis [REDACTED]  
Cc: Steph Finucane [REDACTED]  
Subject: RE: Substance Abuse Committee

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Denis,

I know, as liaison to this committee, you would be happy to have Wayne attend your next meeting - please reply with the date/time/location.

Also, do you want to propose adding him at the next TB meeting or waiting for the annual appointment process in the New Year?

Andy

Andrew Y. Stewart, PhD  
Supervisor  
Town of Orangetown  
26 Orangeburg Rd  
Orangeburg, NY 10962  
845-359-5100 x2261  
845-359-2623 FAX  
[astewart@orangetown.com](mailto:astewart@orangetown.com)

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

From: Wayne Roimisher [REDACTED]  
Sent: Tuesday, May 23, 2017 1:29 PM  
To: Denis Troy  
Cc: Steph Finucane; Andy Stewart  
Subject: Re: Substance Abuse Committee

Thank you Denis!

Best,  
Wayne

On Tue, May 23, 2017 at 1:25 PM, Troy, Denis <[REDACTED]> wrote:

> Wayne

> We would be delighted to have you on the Substance Abuse Committee.

> Denis

>

> Denis M. Troy, PMP

> Assistant Director MIS – Applications Development County of Rockland

> Office # 845-364-2731 Cell # 845-548-4142

>

> -----Original Message-----

> From: Wayne Roimisher [REDACTED]

> Sent: Tuesday, May 23, 2017 1:01 PM

> To: Andy Stewart <[astewart@orangetown.com](mailto:astewart@orangetown.com)>

> Cc: Troy, Denis <[TroyD@co.rockland.ny.us](mailto:TroyD@co.rockland.ny.us)>

> Subject: Substance Abuse Committee

>

>

>

> ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

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>

> Good afternoon Supervisor,

>

> I would like to be added to the town Substance Abuse Committee.

>

> As Chief of SOAC and a 30 year member of the ambulance corps, I think it is important for myself, who is very involved in treating people with Opioid addiction and overdoses to be added to this committee.

>

> I was just a guest lecturer at the South Orangetown Middle School regarding substance abuse.

>

> Please let me know if you have any questions or concerns regarding this request.

>

> Thank you,

> Wayne

>

>

>

> --

> Wayne Roimisher

> Chief  
> South Orangetown Ambulance Corps  
> [REDACTED]

--  
Wayne Roimisher  
Chief  
South Orangetown Ambulance Corps  
[REDACTED]



RECEIVED

RECEIVED JUN 12 2017

JUN 09 2017

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

Orange and Rockland Utilities, Inc.  
390 West Route 59  
Spring Valley NY 10977-5320  
www.oru.com

June 6, 2017

Re: New York Public Service Commission Case 16-E-0226; Orange and Rockland's  
Additional LED Street Lighting Options Available to Municipalities

Dear Municipal Official:

In April, Orange and Rockland (O&R) sent your municipality a letter on the above-referenced topic. We would like to remind you that in order to participate in the Two Percent System Threshold option, we must receive in writing your request to replace existing luminaires **by July 1, 2017**.

Should your municipality choose to participate in this offering, we respectfully request that you provide a list of the 2% of your municipality's total non-LED streetlights to be converted to LED (these will be done at no cost). The list must include the quantity, location and types of LED luminaires to be installed.

If your municipality would like to replace more than the 2% of the non-LED streetlights offered at no cost, you now have the option to pay O&R for additional LED conversions. The cost of those replacements will be the average undepreciated book cost per fixture. Please provide a separate list that includes the quantity, location and types of LED luminaires to be installed. Please note, the maximum amount of system wide LED conversions the Company is required to make in any calendar year will not exceed 20% of the non-LED luminaries in O&R's existing system. By August 1, 2017, each municipality will be notified of the approved allocated number of LED conversions and the replacement charge should you choose this option.

In the fall of this year, O&R will repeat this process, requesting the same information for LED conversions for 2018.

In addition to the replacement options, if you have an existing luminaire that fails, O&R will replace that luminaire with an LED at no cost to only those municipalities that have provided O&R with signed enclosed consent form. If you have not already done so, please sign and return the agreement.

Please forward requests and signed agreement to my attention at [johnsonthe@oru.com](mailto:johnsonthe@oru.com) or fax to 845-577-3319. **If you would like to discuss further or set up a meeting, please contact me at 845-577-3193.**

2% - no charge  
20% - pay O&R value of old light  
replace for free

Sincerely,  
*Teri Johnson*  
Teri Johnson  
Sr. Project Manager  
New Business Services

## AGREEMENT

THIS AGREEMENT ("Agreement") dated as of \_\_\_\_\_ 20\_\_, by and between ORANGE AND ROCKLAND UTILITIES, INC. ("O&R"), a New York corporation with offices at One Blue Hill Plaza, Pearl River, New York 10965 and the \_\_\_\_\_ ("Municipality"), a municipal corporation of the State of New York, with offices at \_\_\_\_\_, New York, \_\_\_\_\_. O&R and the Municipality are each sometimes referred to individually hereinafter as a "Party" or collectively as the "Parties".

### WITNESSETH:

WHEREAS, the Municipality wishes to provide O&R with its consent to replace all failed luminaires under Service Classification No. 4 of O&R's New York Public Service Commission-approved electric tariff ("SC No. 4"), with Light Emitting Diode ("LED") luminaires.

NOW, THEREFORE, in consideration of the mutual representations, covenants and agreements hereinafter set forth, and intending to be legally bound hereby, the Parties agree as follows:

1. The Municipality agrees that O&R will convert all failed luminaires requiring replacement to an LED luminaire at no cost to the Municipality.
2. For replacement purposes, a failed luminaire shall be defined as a luminaire needing replacement and shall not include regular maintenance items such as re-lamping or changing a photocell.
3. Upon the replacement of a failed luminaire with an LED luminaire, O&R shall charge the Municipality the appropriate rate as set forth in SC No. 4.
4. Any notices or communications pursuant to this Agreement will be provided to:

If to O&R:           Orange and Rockland Utilities, Inc.  
                          390 West Route 59  
                          Spring Valley, NY 10977  
                          Attention: Theresa Johnson  
                          845-577-3193  
                          [johnsonthe@oru.com](mailto:johnsonthe@oru.com)

If to Municipality:

5. This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and all prior agreements with respect thereto are superseded hereby.

6. Each Party confirms that it is not relying on any oral representations or warranties of the other Party except as specifically set forth herein.

7. This Agreement may not be amended, supplemented, canceled or discharged except by written instrument duly authorized and executed by both Parties.

IN WITNESS WHEREOF, the Parties, intending to be bound, have executed this Agreement as of the date first above written.

ORANGE AND ROCKLAND UTILITIES, INC.

By \_\_\_\_\_

Jacqueline Frosco

Director – New Business Services

(MUNICIPALITY)

By \_\_\_\_\_

ORANGE AND ROCKLAND UTILITIES, INC

Comparison of Mercury Vapor, Sodium Vapor and LED Street Light Costs (using SCA Rates)

	MV (100W)	LED (38W)	SV (70W)	LED (50W)	MV (175W)	SV (100W)	LED (68W)	SV (150W)	MV (250W)	LED (103W)	MV (400W)	LED (140W)	SV (250W)	LED (200W)
Luminaire Specs:	Mercury Vapor 100 127 4100	Light Emitting Diode 35 4100	Sodium Vapor 70 4100	Light Emitting Diode 50 4100	Mercury Vapor 175 4100	Sodium Vapor 100 4100	Light Emitting Diode 68 4100	Sodium Vapor 150 4100	Mercury Vapor 250 4100	Light Emitting Diode 103 4100	Mercury Vapor 400 4100	Light Emitting Diode 140 4100	Sodium Vapor 250 4100	LED (200W) Light Emitting Diode
Luminaire technology: Watts:	100	35	70	50	175	100	68	150	250	103	400	140	250	200
Total Watts:	127	4100	4100	4100	4100	142	4100	4100	4100	4100	4100	4100	4100	4100
Burn hours per year:	521	14	45	218	78	46	218	18	1014	42	1882	574	1273	890
WPH per month:	43.4	1.17	3.75	18.17	6.5	3.8	18.17	1.5	83.5	3.5	157	48	106	68
Normal Luminaire Life:	4000	3016	5800	5000	7500	5800	7250	16000	12000	12000	22500	19000	27500	22000
SCA Rates:	MV (100W) \$ 12.10	LED (38W) \$ 10.07	SV (70W) \$ 13.48	LED (50W) \$ 10.13	MV (175W) \$ 14.78	SV (100W) \$ 14.72	LED (68W) \$ 11.24	SV (150W) \$ 17.49	MV (250W) \$ 19.23	LED (103W) \$ 11.84	MV (400W) \$ 24.58	LED (140W) \$ 13.01	SV (250W) \$ 23.37	LED (200W) \$ 17.73
Total Usage Charge* (6000Hr)	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Monthly kWh:	43	12	37	17	72	49	23	60	101	35	157	48	106	68
Monthly Usage Charges:	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Total Monthly Charges:	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Total Annual Charges:	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Additional Monthly Cost/(Savings) LED vs MV:	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Additional Monthly Cost/(Savings) LED vs SV:	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Additional Annual Cost/(Savings) LED vs MV:	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Additional Annual Cost/(Savings) LED vs SV:	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Break-even Usage Charge (\$/kWh):	\$ (0.564581)		\$ (0.166523)		\$ (0.072045)	\$ (0.137540)		\$ (0.17265)	\$ (0.120289)		\$ (0.106155)		\$ (0.148715)	
Proposed Number of Luminaires to be Replaced:	100		100		100	100		100	100		100		100	
Total Additional Monthly Cost/(Savings) LED vs MV:	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Total Additional Monthly Cost/(Savings) LED vs SV:	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Total Additional Annual Cost/(Savings) LED vs MV:	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Total Additional Annual Cost/(Savings) LED vs SV:	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!

## ACCESS AGREEMENT

This **ACCESS AGREEMENT** ("Agreement") is made and entered into by and between the Town of Orangetown, NY ("Owner") and JPMorgan Chase Bank, N.A. a national banking association ("Chase"). Owner and Chase shall be referred to individually as a "Party" and collectively as "Parties". This Agreement shall be effective on the date on which the last of the two Parties shall have affixed his signature.

### RECITALS

A. Owner owns real property located at 140 Orangeburg Rd., Orangeburg, NY ("the Property").

B. Chase has contracted consultants and contractors to perform environmental and infrastructure investigations at the Property and to perform land surveys and surveys of existing buildings (the "Work"). Chase reserves the right to perform subsurface investigations as part of the Work.

C. Chase desires and Owner agrees to grant Chase's employees, consultants and contractors access to the Property to perform the Work, but only pursuant to the terms of this Agreement.

NOW, THEREFORE, in accordance with the mutual promises and consideration provided herein, the Parties agree as follows:

### TERMS AND CONDITIONS

1. **Incorporation of Recitals.** The foregoing recitals are incorporated herein as terms and conditions of this Agreement.

2. **Right of Access.** Owner grants Chase and its employees, agents, consultants, and contractors, a temporary, nonexclusive license to enter the Property on one or more occasions to perform the Work provided that advance notice is given each time in accordance with Paragraph 6 below. Owner is not granting a possessory right, easement, or other property interest.

3. **Conditions on Access.** All Work shall be performed between 8:00 a.m. and 6:00 p.m., except for test instruments, equipment or other devices that may be required to remain on the Property for a longer period in order to generate results.

4. **Duration of Consent to Access.** Unless earlier terminated, the right to access shall terminate when Chase and its agents, consultants and contractors have completed the Work, but in no event later than June 1, 2017 unless this Agreement has been extended in writing, consent to such extension request not to be unreasonably withheld.

5. **Restore Properties.** If the Property has been altered or damaged in any way as a result of the Work, Chase shall restore the Property to substantially the same condition as existed prior to the damage or performance of the Work.

6. **Notice to Owners.** Chase shall provide at least one (1) day advance notice to Owner of its intent to perform Work on the Property. Such notice shall reasonably describe the specific Work to be performed. Owner shall reasonably assist Chase in locating and gaining access to areas of the Property, which are reasonably necessary to perform the Work.

7. **Standard of Performance/Indemnity.** Chase shall ensure that all Work is performed in a workmanlike manner and at Chase's sole cost and expense.. All Work shall be conducted in compliance with applicable federal, state, and local laws and regulations. Chase shall be solely responsible for the health and safety of its employees, agents, consultants, and contractors while on the Property. Chase shall indemnify and hold Owner harmless from and against any and all fines, penalties, liabilities, claims, and damages that may be imposed upon, asserted against, or incurred by Owner arising out of the acts or omissions of Chase, its employees, agents, consultants, or contractors in the performance of Work under this Agreement, provided that such indemnification shall not apply to the extent such liabilities result from Owner's gross negligence or intentional misconduct.

8. **Insurance.** Chase shall procure and maintain at its own expense, and without expense to the Town, insurance for liability for damages imposed by law, of the kinds and in the amount hereinafter provided, with insurance companies permitted to do such business in the State of New York, covering all Work performed under this Agreement, whether performed by it or by its consultants and/or contractors, and shall provide Owner with ten (10) days notice of cancellation of such insurance with such notice sent to Owner at the following email address \_\_\_\_\_ . Before commencing the Work, Chase shall furnish to the Town certificates of insurance, with policy numbers, in an Accord form (or for Workers Compensation coverage on a form used by the New York State Compensation Board) and the Commercial General Liability policy shall have the Town of Orangetown, its officers, employees and agents listed as an Additional Insured as required by contract and as their interests may appear thereon. Chase's insurance policies shall cover all of the Work performed by it and its consultants and/or contractors. Chase shall further provide, and require of all of its consultants and contractors, Workman's Compensation insurance for their employees, with evidence of same provided to the Town.

A.) **Workmen's Compensation Insurance.** A policy covering the obligations of Chase in accordance with the provisions of the New York State Workmen's Compensation Law covering all operations under this Agreement, whether performed by it or its subcontractors. This Agreement shall be void and of no effect unless the person or corporation making or executing the same shall secure compensation coverage for the benefit of, and keep insured during the life of this Agreement, such employees in compliance with the provisions of the Workmen's Compensation Law. (State Finance Law, Section 142).

B.) Commercial General Liability covering Bodily Injury and Property Damage Liability covering the liability of Chase imposed by law for bodily injury or property damage with respect to all work performed by it under this Agreement, including:

- a) Broad Form Contractual Liability coverage
- b) Broad Form Property Damage coverage
- c) Personal Injury coverage
- d) Owners and Contractors Protective coverage

Each insurance policy shall have limits of not less than:

<u>Bodily Injury</u>	<u>Liability</u>	<u>Property Damage</u>
Each Person	Each Accident	Each Accident
\$1,000,000	\$2,000,000	\$100,000
	<u>Umbrella</u>	
	\$2,000,000	
<u>Liability – Aggregate</u>		
\$2,000,000		

Waiver of Subrogation in favor of the Town, its employees and agents.

Any exclusions pertaining to collapse or underground property damage shall be deleted.

**9. Liability.** The Parties do not admit or concede any liability or responsibility arising from the presence of any hazardous substances at or near the Property. No actions taken pursuant to this Agreement shall be construed as an admission of liability or responsibility for the presence of any hazardous substances at or near the Property.

**10. Option to Convert.** Upon notice to Owner, Chase may convert certain temporary borings into monitoring wells that could be sampled over a longer period of time, provided such wells shall be discontinued and removed on or before termination of this Agreement. Any such installation shall be completed in accordance with laws, orders and regulations pertaining to the installation of such monitoring wells.

**11. Admissibility.** Pursuant to federal and state rules of evidence, this Agreement shall not be admissible in any court or administrative proceeding as evidence of responsibility or liability of either Party with regard to any hazardous substances which may be present at the Property. This Agreement is admissible, however, in any action to enforce the terms and conditions of this Agreement.

**12. Third Parties.** This Agreement is not intended for the benefit of any third party and is not enforceable by any third party, including, but not limited to, federal, state, and local regulatory agencies.

13. **Notices.** All notices and other communications regarding this Agreement shall be directed to the following persons at the following addresses:

For Owner:

*Aric Gorton, Park Superintendent*  
*Temp. Orangeburg 26 Orangeburg NY*  
*Orangeburg, NY 10922 6503*  
Telephone: *845-359-~~8100~~ 8*  
Facsimile: *845-359-6991*

For Chase:

JPMorgan Chase Bank, National Association  
8111 Preston Road, Floor 02  
Mail Code: TX1-3339  
Dallas, TX, 75225-6331  
Attn: Scott Bernardi, Executive Director; and

JPMorgan Chase Bank, National Association  
Legal Department  
1111 Polaris Parkway, Suite 4P  
Mail Code OH1-0152  
Columbus, Ohio 43240-2050  
Attn: Real Estate Counsel

Any Party may change its authorized representative upon written notice to the other Parties.

14. **Successors and Assigns.** This Agreement shall be binding upon the successors and assigns of the Parties, and no Party may assign or delegate its obligations under this Agreement without the prior written consent of the other Parties.

15. **Amendments.** Amendments to this Agreement shall become effective upon execution of a written amendment.

16. **Entire Agreement.** This Agreement contains the entire understanding of the Parties and supersedes all prior agreements and understandings between the Parties relating to the subject matter of this Agreement.

17. **Interpretation.** This Agreement shall not be interpreted or construed against any of the Parties on the basis that this Agreement was drafted by legal counsel for any of the Parties. The headings used in this Agreement have been inserted for convenience only and shall not affect the construction of this Agreement.

18. **Governing Law and Venue.** This Agreement shall be interpreted and enforced pursuant to the laws of the state of New York.

19. **Voluntary Execution.** In executing this Agreement, the Parties acknowledge that they have consulted with their attorneys and that they have voluntarily executed this Agreement after independent investigation, without fraud, duress, or undue influence.

20. **Counterparts.** This Agreement may be executed in any number of counterpart originals, each of which shall be deemed to constitute an original agreement and all of which shall constitute one agreement. The execution of one counterpart by a Party shall have the same force and effect as if that Party had signed all other counterparts.

21. **Effective Date.** This Agreement shall become effective as of the latest date of execution below.

22. **Authority to Sign.** The undersigned, by signature to this document, represent that they have authority to execute this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date set forth below.

**OWNER:**

TOWN OF ORANGETOWN, NY

By: Andrew Stewart  
Name: Andrew Y Stewart  
Title: Town of Orangetown

2/15/17  
(Date)

**CHASE:**

JPMORGAN CHASE BANK, N.A.,  
a national banking association

By: Alfred Nagib  
Name: [Signature]  
Title: JPMC Executive Director

2/15/17  
(Date)

STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

**CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

<p><b>1a. Legal Name &amp; Address of Insured (Use street address only)</b> JPMorgan Chase &amp; Co. and Subsidiary, Affiliated and Associated Companies thereof 270 Park Avenue New York, NY 10017-2070</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i></p>	<p><b>1b. Business Telephone Number of Insured</b> 212-270-6000</p> <p><b>1c. NYS Unemployment Insurance Employer Registration Number of Insured</b> 45739630</p> <p><b>1d. Federal Employer Identification Number of Insured or Social Security Number</b> 13-2624428</p>
<p><b>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b></p> <p>Town of Orangetown, NY 26 W. Orangeburg Road Orangeburg, NY 10962</p>	<p><b>3a. Name of Insurance Carrier</b> New Hampshire Insurance Company</p> <p><b>3b. Policy Number of entity listed in box "1a"</b> WG20681810</p> <p><b>3c. Policy effective period</b> <u>06.01.2016</u> to <u>06.01.2017</u></p> <p><b>3d. The Proprietor, Partners or Executive Officers are</b> <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The insurance carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

*The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.*

**Please Note:** Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Peter Sebald  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: [Signature] 4/13/17  
(Signature) (Date)

Title: Attorney in fact

Telephone Number of authorized representative or licensed agent of insurance carrier: 646-857-1196

**Please Note:** Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.





**ADDITIONAL REMARKS SCHEDULE**

AGENCY The Graham Company		NAMED INSURED Apex Companies, LLC 15850 Crabbs Branch Way Suite 200 Rockville MD 20855-2616	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

under contract if permissible by state law.

The above Excess Liability Policy provides coverage excess over the above General Liability, Auto Liability, and Employers Liability Policies.

Should any of the above described policies be cancelled before the expiration date thereof, The Graham Company will endeavor to mail 30 days written notice to the certificate holder, but failure to do so shall impose no obligation or liability of any kind upon The Graham Company, its agents or representatives.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/14/2017

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

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

<b>PRODUCER</b> Marsh USA, Inc.[] 1166 Avenue of the Americas[] New York, NY 10036	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No., Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Arch Insurance Company		11150
<b>INSURER B :</b> XL Insurance America, Inc.		24554
<b>INSURER C :</b> ACE Property and Casualty Insurance Company		20699
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** NYC-008730094-01                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD   WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____		11PKG8914308	01/01/2017	01/01/2018	EACH OCCURRENCE	\$ 3,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 3,000,000
						GENERAL AGGREGATE	\$ 6,000,000
						PRODUCTS - COMP/OP AGG	\$ 6,000,000
							\$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		11PKG8914308 (AOS) 11CAB8914408 (MA)	01/01/2017 01/01/2017	01/01/2018 01/01/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
						Comp/Coll. Ded -	\$ 1,000
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB DED: _____ RETENTION \$: _____		US00064698L17A	01/01/2017	01/01/2018	EACH OCCURRENCE	\$ 10,000,000
						AGGREGATE	\$ 10,000,000
							\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	11WCI8914208 (AOS) 14WCI8925108 (NY, TX)	01/01/2017 01/01/2017	01/01/2018 01/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	<b>EXCESS LIABILITY</b>		XSM G2819884A 001	01/01/2017	01/01/2018	EACH OCCURRENCE	15,000,000
						AGGREGATE	15,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Re: JPMorgan Chase - Project Sycamore - 140 Orangeburg Road, Orangeburg, New York []  
 []  
 JPMorgan Chase Bank, N.A., its subsidiaries and affiliates; Town of Orangetown, NY are included as an Additional Insured (except for Workers Compensation) as required by written contract. This insurance is primary and non-contributory with respects to General Liability. A Waiver of Subrogation applies as required by written contract.

<b>CERTIFICATE HOLDER</b> JPMorgan Chase Bank, N.A.[] Jeff Cavalluzzo 277 Park Avenue, 12th Floor[] Mail Code: NY1-L227J New York, NY 10172	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Susan C. Ricciarli 
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## ACCESS AGREEMENT

This **ACCESS AGREEMENT** (“Agreement”) is made and entered into by and between the Town of Orangetown, NY (“Owner”) and JPMorgan Chase Bank, N.A. a national banking association (“Chase”). Owner and Chase shall be referred to individually as a “Party” and collectively as “Parties”. This Agreement shall be effective on the date on which the last of the two Parties shall have affixed his signature.

### RECITALS

- A. Owner owns real property located at 140 Orangeburg Rd., Orangeburg, NY (“the Property”).
- B. Chase has contracted consultants and contractors to perform environmental and infrastructure investigations at the Property (the “Work”). Chase reserves the right to perform subsurface investigations as part of the Work.
- C. Chase desires and Owner agrees to grant Chase’s employees, consultants and contractors access to the Property to perform the Work, but only pursuant to the terms of this Agreement.

NOW, THEREFORE, in accordance with the mutual promises and consideration provided herein, the Parties agree as follows:

### TERMS AND CONDITIONS

- 1. Incorporation of Recitals.** The foregoing recitals are incorporated herein as terms and conditions of this Agreement.
- 2. Right of Access.** Owner grants Chase and its employees, agents, consultants, and contractors, a temporary, nonexclusive license to enter the Property on one or more occasions to perform the Work provided that advance notice is given each time in accordance with Paragraph 6 below. Owner is not granting a possessory right, easement, or other property interest.
- 3. Conditions on Access.** All Work shall be performed between 8:00 a.m. and 6:00 p.m., except for test instruments, equipment or other devices that may be required to remain on the Property for a longer period in order to generate results..
- 4. Duration of Consent to Access.** Unless earlier terminated, the right to access shall terminate when Chase and its agents, consultants and contractors have completed the Work, but in no event later than June 1, 2017 unless this Agreement has been extended in writing.
- 5. Restore Properties.** If the Property has been altered or damaged in any way as a result of the Work, Chase shall restore the Property to substantially the same condition as existed prior to the damage or performance of the Work.

**6. Notice to Owners.** Chase shall provide at least one (1) day advance notice to Owner of its intent to perform Work on the Property. Such notice shall reasonably describe the specific Work to be performed. Owner shall reasonably assist Chase in locating and gaining access to areas of the Property, which are reasonably necessary to perform the Work.

**7. Standard of Performance/Indemnity.** Chase shall ensure that all Work is performed in a workmanlike manner and at Chase's sole cost and expense.. All Work shall be conducted in compliance with applicable federal, state, and local laws and regulations. Chase shall be solely responsible for the health and safety of its employees, agents, consultants, and contractors while on the Property. Chase shall indemnify and hold Owner harmless from and against any and all fines, penalties, liabilities, claims, and damages that may be imposed upon, asserted against, or incurred by Owner arising out of the acts or omissions of Chase, its employees, agents, consultants, or contractors in the performance of Work under this Agreement, provided that such indemnification shall not apply to the extent such liabilities result from Owner's gross negligence or intentional misconduct.

**8. Insurance.** Chase shall procure and maintain at its own expense, and without expense to the Town, insurance for liability for damages imposed by law, of the kinds and in the amount hereinafter provided, with insurance companies permitted to do such business in the State of New York, covering all Work performed under this Agreement, whether performed by it or by its consultants and/or contractors. Before commencing the Work, Chase shall furnish to the Town certificates of insurance, with policy numbers, in an Accord form and the Commercial General Liability policy shall have the Town of Orangetown listed as an Additional Insured as required by contract and as their interests may appear thereon. Chase's insurance policies shall cover all of the Work performed by it and its consultants and/or contractors. Chase shall further provide, and require of all of its consultants and contractors, Workman's Compensation insurance for their employees, with evidence of same provided to the Town.

A.) Workmen's Compensation Insurance. A policy covering the obligations of Chase in accordance with the provisions of the New York State Workmen's Compensation Law covering all operations under this Agreement, whether performed by it or its subcontractors. This Agreement shall be void and of no effect unless the person or corporation making or executing the same shall secure compensation coverage for the benefit of, and keep insured during the life of this Agreement, such employees in compliance with the provisions of the Workmen's Compensation Law. (State Finance Law, Section 142).

B.) Commercial General Liability covering Bodily Injury and Property Damage Liability covering the liability of Chase imposed by law for bodily injury or property damage with respect to all work performed by it under this Agreement, including:

- a) Broad Form Contractual Liability coverage
- b) Broad Form Property Damage coverage
- c) Personal Injury coverage
- d) Owners and Contractors Protective coverage

Each insurance policy shall have limits of not less than:

<u>Bodily Injury</u>	<u>Liability</u>	<u>Property Damage</u>
Each Person	Each Accident	Each Accident
\$1,000,000	\$2,000,000	\$100,000
	<u>Umbrella</u>	
	\$2,000,000	
<u>Liability – Aggregate</u>		
\$2,000,000		

Waiver of Subrogation in favor of the Town, its employees and agents.

Any exclusions pertaining to collapse or underground property damage shall be deleted.

**9. Liability.** The Parties do not admit or concede any liability or responsibility arising from the presence of any hazardous substances at or near the Property. No actions taken pursuant to this Agreement shall be construed as an admission of liability or responsibility for the presence of any hazardous substances at or near the Property.

**10. Option to Convert.** Upon notice to Owner, Chase may convert certain temporary borings into monitoring wells that could be sampled over a longer period of time, provided such wells shall be discontinued and removed on or before termination of this Agreement. Any such installation shall be completed in accordance with laws, orders and regulations pertaining to the installation of such monitoring wells.

**11. Admissibility.** Pursuant to federal and state rules of evidence, this Agreement shall not be admissible in any court or administrative proceeding as evidence of responsibility or liability of either Party with regard to any hazardous substances which may be present at the Property. This Agreement is admissible, however, in any action to enforce the terms and conditions of this Agreement.

**12. Third Parties.** This Agreement is not intended for the benefit of any third party and is not enforceable by any third party, including, but not limited to, federal, state, and local regulatory agencies.

**13. Notices.** All notices and other communications regarding this Agreement shall be directed to the following persons at the following addresses:

For Owner: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

For Chase: JPMorgan Chase Bank, National Association  
8111 Preston Road, Floor 02  
Mail Code: TX1-3339  
Dallas, TX, 75225-6331  
Attn: Scott Bernardi, Executive Director; and

JPMorgan Chase Bank, National Association  
Legal Department  
1111 Polaris Parkway, Suite 4P  
Mail Code OH1-0152  
Columbus, Ohio 43240-2050  
Attn: Real Estate Counsel

Any Party may change its authorized representative upon written notice to the other Parties.

**14. Successors and Assigns.** This Agreement shall be binding upon the successors and assigns of the Parties, and no Party may assign or delegate its obligations under this Agreement without the prior written consent of the other Parties.

**15. Amendments.** Amendments to this Agreement shall become effective upon execution of a written amendment.

**16. Entire Agreement.** This Agreement contains the entire understanding of the Parties and supersedes all prior agreements and understandings between the Parties relating to the subject matter of this Agreement.

**17. Interpretation.** This Agreement shall not be interpreted or construed against any of the Parties on the basis that this Agreement was drafted by legal counsel for any of the Parties. The headings used in this Agreement have been inserted for convenience only and shall not affect the construction of this Agreement.

**18. Governing Law and Venue.** This Agreement shall be interpreted and enforced pursuant to the laws of the state of New York.

**19. Voluntary Execution.** In executing this Agreement, the Parties acknowledge that they have consulted with their attorneys and that they have voluntarily executed this Agreement after independent investigation, without fraud, duress, or undue influence.

**20. Counterparts.** This Agreement may be executed in any number of counterpart originals, each of which shall be deemed to constitute an original agreement and all of which shall constitute one agreement. The execution of one counterpart by a Party shall have the same force and effect as if that Party had signed all other counterparts.

**21. Effective Date.** This Agreement shall become effective as of the latest date of execution below.

**22. Authority to Sign.** The undersigned, by signature to this document, represent that they have authority to execute this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date set forth below.

**OWNER:**

TOWN OF ORANGETOWN, NY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
(Date)

**CHASE:**

JPMORGAN CHASE BANK, N.A.,  
a national banking association

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
(Date)

<p><u>STATE AGENCY</u>                  Division of Criminal Justice Services                  80 South Swan Street                  Albany, NY 12210</p>	<p><u>NYS COMPTROLLER'S NUMBER:</u> T444832                  (Contract Number)   <u>ORIGINATING AGENCY CODE:</u> 01490 - Division of Criminal Justice Services</p>
<p><u>GRANTEE/CONTRACTOR:</u> (Name &amp; Address)                  Orangetown, Town of                  26 Orangeburg Road                  Orangeburg, NY 10962</p>	<p><u>TYPE OF PROGRAMS:</u> Police Protective Equipment Program  <u>DCJS NUMBERS:</u> PP16444832  <u>CFDA NUMBERS:</u></p>
<p><u>FEDERAL TAX IDENTIFICATION NO:</u> 136007311  <u>MUNICIPALITY NO:</u> (if applicable) 390361500000</p>	<p><u>INITIAL CONTRACT PERIOD:</u>                  FROM 01/01/2017 TO 12/31/2017  <u>FUNDING AMOUNT FROM INITIAL PERIOD:</u> \$20,500.00</p>
<p><u>STATUS:</u>                  Contractor is not a sectarian entry.                  Contractor is not a not-for-profit organization.</p>	<p><u>MULTI-YEAR TERM:</u> (if applicable): 0 1-year renewal options.</p>
<p><u>CHARITIES REGISTRATION NUMBER:</u>   <input type="text"/>                  (Enter number or Exempt)                  if "Exempt" is entered above, reason for exemption.  <u>N/A</u></p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>Contractor has _____ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p> </div>	<p><u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u></p> <p><input checked="" type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts</p> <p><input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses</p> <p><input checked="" type="checkbox"/> APPENDIX B Budget</p> <p><input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule</p> <p><input checked="" type="checkbox"/> APPENDIX D Program Workplan</p> <p><input type="checkbox"/> APPENDIX F Guidelines for the Control and Use of Confidential Funds</p> <p><input type="checkbox"/> APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment</p> <p><input type="checkbox"/> APPENDIX M</p> <p><input type="checkbox"/> Other (Identify)</p>
<p>IN WITNESS THERE OF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS Division of Criminal Justice Services                  BY: _____, Date: _____                  Office of Program Development and Funding  <u>State Agency Certification:</u> "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract".                  GRANTEE:                  BY: Hon. Andy Stewart, Town Supervisor, Date: _____</p>	
<p>ATTORNEY GENERAL'S SIGNATURE                   _____                  Title: _____                  Date: _____</p>	<p>APPROVED,                  Thomas P. DiNapoli, State Comptroller                   _____                  Title: _____                  Date: _____</p>

**Award Contract****Police Protective Equipment Program****Project No.****Grantee Name**

PP16-1261-D00

Orangetown, Town of

05/25/2017

## AGREEMENT

STATE OF NEW YORK  
AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

## WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

## I. Conditions of Agreement

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X) Amendment. Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix amendment for that PERIOD.

C. This AGREEMENT incorporates the face page attached as presented in the Grants Management System (GMS) AWARD online printable report, and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement. Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in term is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

## II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

## III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms

of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

#### IV. Indemnification

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

#### V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A-1.

#### VI Safeguards for Services and Confidentiality

A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of the laws and regulations, or specified in Appendix A-1.

Certified by - on

**Award Contract****Police Protective Equipment Program****Project No.**

PP16-1261-D00

**Grantee Name**

Orangetown, Town of

05/25/2017

## APPENDIX A

## STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, 'the contract' or 'this contract') agree to be bound by the following clauses which are hereby made a part of the contract (the word 'Contractor' herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the

Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, 'the Records'). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the 'Statute') provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) **Identification Number(s).** Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) **Privacy Notification.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or

furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of 'a', 'b', and 'c' above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the 'Work') except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ('CPLR'), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by

any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. **MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. **OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business  
Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue  
New York, New York 10017  
212-803-2414  
email: mwbecertification@esd.ny.gov <http://esd.ny.gov/MWBE/directorySearch.html>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. **RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. **COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. **COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for

purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. **PROCUREMENT LOBBYING.** To the extent this agreement is a 'procurement contract' as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. **CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.** To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. **IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the - Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012 - (Prohibited Entities List) posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

January, 2014

Certified by - on

**Award Contract****Police Protective Equipment Program****Project No.**

PP16-1261-D00

**Grantee Name**

Orangetown, Town of

05/25/2017

## APPENDIX A1

## AGENCY-SPECIFIC CLAUSES

1. If this Agreement exceeds \$50,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for \$50,000 or less, it shall not take effect until it is executed by both parties.
2. This Agreement sets forth the entire understanding of the parties and may not be altered or amended except in format approved by DCJS and the NYS Office of the State Comptroller, and electronically signed by the parties hereto.
3. The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation.
4. In the event that any provision of this Agreement is determined to be null and void, all remaining provisions shall continue to be in full force and effect.
5. The Grantee must notify DCJS in writing of any change in the number, title, job duties or rate of remuneration of project staff which changes the Personal Service Project Budget line by 10 percent or under. Any change in the number, title, job duties or rate of remuneration of project staff which changes the Project Budget line more than 10 percent must be approved in writing by DCJS prior to implementation. The Grantee agrees to provide DCJS with resumes and supporting documentation upon request.
6. The Grantee shall submit detailed itemization forms for personal service and fringe benefit expenditures, in a format determined by DCJS, with any voucher and Fiscal Cost Reports requesting payment for expenditures.
7. The Grantee must maintain specific documentation as support for project related personal service expenditures, depending upon whether this grant contract project is supported by State or Federal funds:

## A. For State funded grants:

For all Grantee's staff whose salaries are paid in whole or in part from grant funds provided under this Agreement, the Grantee shall maintain a time recording system which shows the time devoted to the grant project. The system shall consist of time sheets, computerized workload distribution reports, or equivalent systems. The time devoted to grant activities must be determinable and verifiable by DCJS. If time sheets are used, each must be signed by the individual and certified by the individual's supervisor in a higher level position at the end of each time reporting period.

## B. For Federally funded grants:

Depending upon the nature or extent of personal service provided under this Agreement, the Grantee shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with the requirements of the Federal Office of Management and Budget (OMB) Circulars A-21, A-87 or A-122, as applicable:

1. OMB Circular A-21 [Item J, General provisions for selected items of cost] identifies documentation required for educational institutions as support for grant project personnel costs.
2. OMB Circular A-87 [Attachment B, Selected Items of Cost] identifies the documentation required for local government agencies as support for grant project personnel costs.
3. OMB Circular A-122 [Attachment B, Selected Items of Cost] identifies the documentation required for non-profit organizations as support for grant project personnel costs.

The most current version of these Federal OMB Circulars may be viewed on-line at:

[http://www.whitehouse.gov/omb/circulars\\_default/](http://www.whitehouse.gov/omb/circulars_default/). The Grantee is to ensure full compliance with specific personal service documentation requirements of these OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

## 8. Budget amendments are governed as follows:

- A. Any proposed modification to the contract must be submitted for prior approval by DCJS and the NYS Office of the State Comptroller (OSC) when:

1. The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars; or
2. The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts of five million dollars or more.

An Appendix X setting forth the proposed amendment must be electronically signed via the Grants Management System by the Grantee for approval by DCJS and the NYS Office of the State Comptroller before the next voucher and/or fiscal cost report will be approved.

B. For proposed modifications to the contract below the DCJS/OSC approval thresholds as set forth in 8 (A), the following shall apply:

1. The Grantee is not permitted to reallocate funds between Personal Service and Non-Personal Service budget categories without the prior approval of DCJS. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.
2. The Grantee is not permitted to reallocate funds between Non-Personal Service budget categories without the prior approval of DCJS when the amount of the modification is equal to or greater than ten percent of the category. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.
3. Prior approval by DCJS is not required for Non-Personal Service budget changes which are less than 10 percent. These changes, however, must be submitted to DCJS with the next voucher or fiscal cost report submission.

Requests for modifications must be made in writing by an authorized representative of the Grantee.

9. Space rental provided by this Agreement must be supported by a written lease, maintained on file and made available by the Grantee upon request.

10. The Grantee's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless prior written authorization has been received from DCJS, shall not exceed rates authorized by the NYS Office of the State Comptroller.

11. The Grantee's employment of a consultant must be supported by a written agreement executed by the Grantee and the consultant. A consultant is defined as an individual or organization hired by the Grantee for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the agreement must be submitted to DCJS with the appropriate voucher for payment. All consultant services must be obtained in a manner that provides for fair and open competition. The Grantee shall retain copies of all solicitations seeking a consultant, written agreements and documentation justifying the cost and selection of the consultant. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of the consultant as if it were its own.

A. The rate for a consultant should not exceed \$650 for an eight-hour day (not including travel and subsistence costs). A rate exceeding \$650 per eight-hour day requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and allowable.

B. In addition to the above requirements, a Grantee that is a local government or a not-for-profit must adhere to the following guidelines at a minimum when obtaining consultant services:

1. Consultant services that cost up to \$999 under this grant agreement can be obtained at the Grantee's discretion.
2. Consultant services that cost between \$1,000 and \$4,999 under this grant agreement must be supported by at least three telephone quotes and a record created of such quotes.
3. Consultant services that cost between \$5,000 and \$9,999 under this grant agreement must be supported by at least three written quotes on a vendor's stationery and a record created of competitive procurement process utilized.
4. A Grantee obtaining consultant services that cost in excess of \$10,000 must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

C. A Grantee who proposes to obtain consultant services from a particular vendor without competitive bidding, must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and basis upon which the price was determined to be reasonable. Further, such consultant services must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.

D. Notwithstanding the provisions of this paragraph, the Parties agree that DCJS' prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all requests for reimbursement shall be supported by documentation identifying the criminal matter involved, services provided, time commitment and schedule. Such agreement and documentation shall be submitted to DCJS with the appropriate voucher for payment.

12. All procurements, other than consultant services, shall be conducted in the following manner. Written justification and documentation for all procurements must be maintained on file and made available upon request. Detailed itemization forms for non-personal service expenditures, in a format determined by DCJS, shall accompany each voucher and Fiscal Cost Report requesting payment. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsive bidder or best value).

A. A Grantee that is a state entity must make all procurements in accordance with State Finance Law Article 11, and any other applicable regulations.

B. A Grantee that is a local government must make procurements in accordance with General Municipal Law Article 5-A and any other applicable regulations.

C. In addition, a Grantee that is a not-for-profit must also make all procurements as noted below:

1. If the Grantee is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.

2. A Grantee may purchase any single piece of equipment, single service or multiples of each that cost up to \$999 at its discretion.

3. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$1,000 and \$4,999, a Grantee must secure at least three telephone quotes and create a record for audit of such quotes.

4. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$5,000 and \$9,999, the Grantee must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

5. A Grantee spending in aggregate of \$10,000 and above must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

6. A Grantee who proposes to purchase from a particular vendor without competitive bidding must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.

13. Applicable equipment purchased with funds provided by this Agreement as listed in Appendix B, Budget, shall be assigned a unique inventory number. The Grantee shall list all applicable equipment purchased with such funds in the GMS Property Module at the time the last program progress report is filed or sooner. Items of equipment costing less than \$500 do not need to be listed in the GMS Property Module although the Grantee is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Grantee, DCJS will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a criminal justice program.

14. Grant funds may be expended only for purposes and activities set forth in this Agreement. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Grantee receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate

cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.). Grantee agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

This Agreement may be subject to a fiscal audit by DCJS to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Agreement. Such audits may include review of the Grantee's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable Federal, State, and DCJS guidelines.

15. Where advance payments are approved by DCJS, the Grantee agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B.

16. DCJS reserves the right to suspend program funds if the Grantee is found to be in noncompliance with the provisions of this Agreement or other grant agreements between the Grantee and DCJS or, if the Grantee or principals of the Grantee are under investigation by a New York State or local law enforcement agency for noncompliance with State or Federal laws or regulatory provisions or, if in DCJS' judgment, the services provided by the Grantee under the Agreement are unsatisfactory or untimely. DCJS shall provide the Grantee with written notice of noncompliance. Upon the Grantee's failure to correct or comply with the written notice by DCJS, DCJS reserves the right to terminate this Agreement, recoup funds and recover any assets purchased with the proceeds of this Agreement. DCJS reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon issuance of a final audit report and appropriate notification to the Grantee, or upon reasonable assurance that the Grantee is not in compliance with Agreement terms.

17. The Grantee agrees, as a material condition of the Agreement, to comply with all applicable provisions of the Hatch Act (5 U.S.C. "1501 et seq.) as amended.

18. Program income earned by the Grantee during the funding period as a direct result of the grant award must be reported in writing to DCJS, in addition to any other statutory reporting requirements. This includes income received from seized and forfeited assets and cash, as well as: sale of grant purchased property; royalties; fees for services; and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Appendix D. The Grantee agrees to report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated by the use of these grant funds will be used to enhance the grant project.

19. If applicable, the Grantee agrees to obtain not-for-profit status, a federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DCJS with this information as soon as it is available.

20. Unless otherwise specified, in accordance with the State Finance Law, the availability of all State funds for liabilities already incurred thereunder shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated by the New York State Legislature. To ensure payment, vouchers must be received by DCJS by August 1st of the year following the fiscal year in which the funds were appropriated.

21. The Grantee will submit program progress reports to DCJS via the GMS system and additional information or amended data as required in Appendix D.

A. Program progress reports will be due on the last day of the month following the end of each calendar quarter or on an alternate schedule as prescribed in Appendix D. The first program progress report will be due on the last day of the month following the last day of the calendar quarter from the start date of the contract.

Program progress reports thereafter will continue to be made until such time as the funds subject to this Agreement are no longer available, have been accounted for, and/or throughout the Agreement period or project duration.

Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter  
Report Due

January 1 - March 31  
April 30

April 1 - June 30  
July 31

July 1 - September 30

October 31

October 1 - December 31

January 31

B. The final progress report will summarize the project's achievements as well as describe activities for that quarter.

22. If for any reason the State of New York or the federal government terminates its appropriation through DCJS or fails to pay the full amount of the allocation for the operation of this program, this Agreement may be terminated or reduced at the discretion of DCJS, provided that no such reduction or termination shall apply to allowable costs already incurred by the Grantee where funds are available to DCJS for payment of such costs. Upon termination or reduction of the Agreement, all remaining funds paid to the Grantee that are not subject to allowable costs already incurred by the Grantee shall be returned to DCJS. In any event, no liability shall be incurred by DCJS or by the State of New York beyond monies available for the purposes of this Agreement. The Grantee acknowledges that any funds due to DCJS because of disallowed expenditures after audit shall be its responsibility.

23. If Appendix B, Program Budget, makes provisions for overtime payment, the Grantee agrees to submit vouchers for such payment of overtime charges by the last day of the month following the last day of the quarter for the reporting period. The Grantee further agrees to limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Agreement. No reimbursements for overtime charges in excess of this 25 percent (25%) limit will be made unless prior written approval has been obtained from DCJS.

24. None of the goals, objectives or tasks set forth in Appendix D shall be subawarded to another organization without specific prior written approval by DCJS. Where the intention to make subawards is clearly indicated in the application, DCJS' approval is deemed given, if these activities are funded as proposed.

If this Agreement makes provisions for the Grantee to subgrant funds to other recipients, the Grantee agrees that all subgrantees shall be held accountable by the Grantee for all terms and conditions set forth in this Agreement. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of any subgrantee as if it were its own.

The Grantee agrees that all subgrantee arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

- Activities to be performed;
- Time schedule;
- Project policies;
- Other policies and procedures to be followed;
- Dollar limitation of the Agreement;
- Appendix A, Appendix A-1, Appendix C, Appendix M, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Agreement; and
- Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Grantee will not be reimbursed for subgranted funds unless all expenditures by a subgrantee are listed on certification forms. Backup documentation for such expenditures must be made available upon request. All expenditures must be programmatically consistent with the goals and objectives of this Agreement and with the financial plan set forth in Appendix B.

## 25. Federal Funds

A. In accordance with Federal requirements, a Grantee which receives during its fiscal year \$500,000 or more of Federal funds (including pass-through and direct) from all sources, including this Agreement, must agree to have an independent audit of

such Federal funds conducted in accordance with the Federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Grantee's fiscal year. The Grantee further agrees to provide one copy of such audit report(s) to DCJS within nine months of the end of its fiscal year(s).

B. In accordance with Federal requirements, a Grantee receiving Federal pass-through funds must also agree to comply with the terms and conditions of any and all applicable Federal OMB Circulars. For the convenience of the Grantee, the following OMB circulars are noted as the most common applicable to federal funds passed through DCJS:

- OMB Circular A 21, Cost Principles for Educational Institutions;
- OMB Circular A 87, Cost Principles for State, Local and Indian Tribal Governments;
- OMB Circular A 102, Grants and Cooperative Agreements With State and Local Governments;
- OMB Circular A 110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non Profit Organizations; and
- OMB Circular A 122, Cost Principles for Non Profit Organizations.

The Parties agree that, dependent upon the status of the Grantee; additional circulars may also be applicable. The most current version of all Federal OMB Circulars may be viewed on-line at: [http://www.whitehouse.gov/omb/circulars\\_default/](http://www.whitehouse.gov/omb/circulars_default/).

The Grantee is to ensure full compliance with all cost documentation requirements of OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

26. Any creative or literary work developed or commissioned by the Grantee with grant support provided by DCJS shall become the property of DCJS, entitling DCJS to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

A. If DCJS shares its right to copyright such work with the Grantee, DCJS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with grant support.

B. If the grant support provided by DCJS is federally sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with such grant support.

C. The Grantee shall submit one copy of all reports and publications resulting from this Agreement to DCJS. Any publications must contain the following statement, in visible print, of any document generated pursuant to a grant administered by DCJS:

This project was supported by a grant administered by the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.

27. Original records must be retained for six years following the submission of the final claim against this Agreement. In the event of a fiscal audit, the project manager or a designated responsible party must be prepared to produce source documents that substantiate claimed expenditures. DCJS requires that all documentation materials be organized, readily accessible, and cross-referenced to the Fiscal Cost Reports previously submitted. If fiscal records, such as purchase orders, vouchers, payroll registers, payroll tax records, etc., are to be kept in a fiscal office which is separate and apart from the program office, the project manager must have access to these original records. Such fiscal records must readily identify the associated project. In addition, a separate set of records must be retained for each project year.

28. Grant-related expenditures shall be reported on Fiscal Cost Reports and detailed itemization forms provided by DCJS. These reports must be prepared periodically as defined in Appendix C of this Agreement. All reported expenditures must reconcile to the program accounting records. Prior period adjustments shall be reported in the same accounting period that the correction was made.

#### 29. General Responsibility Language

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee, to present evidence of its

continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

30. Suspension of Work (for Non-Responsibility)

The Commissioner of the New York State Division of Criminal Justice Services or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of the New York State Division of Criminal Justice Services or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

31. Termination (for Non-Responsibility)

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Agency officials or staff, the Contract may be terminated by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee to be non-responsible. In such event, the Commissioner of the New York State Division of Criminal Justice Services or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

VER 05/13/2013

Certified by - on

**Award Contract**

**Police Protective Equipment Program**

**Project No.**

**Grantee Name**

PP16-1261-D00

Orangetown, Town of

05/25/2017

**APPENDIX B - Budget Summary by Participant**

Orangetown, Town of  
Orangetown Town Police Department - Version 1

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	DCJS approved M4 (OR DCJS approved equivalent) patrol rifle for Orangetown PD	25	\$820.00	\$20,500.00	\$20,500.00	\$0.00
Justification: The patrol rifles are needed to fully equip and improve the effectiveness of the department's officers while responding to an active shooter, terrorist incidents or other criminal events.						
Total				\$20,500.00	\$20,500.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$20,500.00	\$20,500.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$20,500.00	\$20,500.00	\$0.00

**Award Contract**

**Police Protective Equipment Program**

**Project No.**

**Grantee Name**

PP16-1261-D00

Orangetown, Town of

05/25/2017

APPENDIX C  
PAYMENT AND REPORTING SCHEDULE

NOTE: Additional payment provisions associated with the schedule(s) below are detailed in Appendix A-1.

For All Grantees:

1. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided through Appendix D (Special Conditions). All requests for reimbursement must reflect actual costs that have been disbursed or items received by the Grantee. A purchase order issued without receipt of the items or service is not eligible for reimbursement.

2. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Failure to submit the final program report, or interim progress report designated as the final report, may result in a disallowance of 25 percent (25%) of the grant amount. The Grantee must also refund all unexpended advances (see item three below.) Final vouchers, reimbursement payment and reports must be submitted by the last day of the month following the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.

3. If at the end of this grant contract there remains any unexpended balance of the monies advanced under this contract in the possession of the Grantee, the Grantee shall submit a certified check or money order for the unexpended balance payable to the order of the State of New York and return it to the DCJS Office of Financial Services with its final fiscal cost report by the last day of the month following termination of this grant contract.

4. Vouchers shall be submitted in a format acceptable to DCJS and the Office of the State Comptroller (see <http://www.criminaljustice.ny.gov/ofpa/forms.htm>). Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. When submitting a voucher, such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program. Requirement b) does not apply to Legislative sponsored State grants.

5. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Office of Financial Services in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue or the required MWBE reporting is not included, vouchers will not be eligible for prompt payment.

6. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Criminal Justice Services  
Office of Financial Services  
80 S. Swan St.  
Albany, NY 12210

7. Payment Schedule

PAYMENT PAYMENT DUE DATE

1 Pending appropriation, 30 days after commencement date of contract with proper documentation or upon receipt of proper documentation, whichever is later.

2-4 Quarterly

A not-for-profit Grantee operating on a multi-year contract may voucher for an optional fifth quarter advance against the succeeding year's appropriation, pursuant to NYS Finance Law, Section 179-u.

All submitted vouchers will reflect the Grantee's actual expenditures and will be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required, and by a fiscal cost report for the reporting period. DCJS reserves the right not to release subsequent grant awards pending Grantee compliance with this Agreement. In the event that any expenditure for which the Grantee has been reimbursed by grant funds is subsequently disallowed, DCJS in its sole discretion may reduce the voucher payment by the amount disallowed. If necessary, the Grantee may be required to submit a final budget reallocation. Fiscal cost reports showing grant expenditures and/or obligations for each quarter of the grant must be submitted by the last day of the month after the last day of the reporting period.

Advance payments shall be permitted as specified in Appendix A-1, and in the amount specified in Appendix D (Special Conditions).

Payment requests need to include the following documents as required:

- Detailed Itemization of Personal Service Expenditures
- Detailed Itemization of Non-Personal Service Expenditures
- Detailed Itemization of Consultant Expenditures
- Expert witness agreement and supporting documentation
- Voucher and Fiscal Cost Report signed
- Written documentation of all required DCJS prior approvals as follows:
  - DCJS approval of non-competitive consultant.
  - DCJS approval of non-competitive vendor for services.
  - DCJS approval of consultant services reimbursement greater than \$650 per eight hour day.
  - DCJS approval of change to Personal Services by more than 10 percent.
  - DCJS approval to exceed NYS Office of the State Comptroller travel, meals and lodging rates.
  - DCJS approval to subaward to another organization.
  - DCJS approval for overtime payments exceeding 25 percent of an employee's annual personnel cost.
  - DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 10 percent of the total value of the contract if the contract is less than five million.
  - DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 5 percent of the total value of the contract if the contract is five million or more.
  - DCJS approval to reallocate funds between Personal Services and Non Personal Services.

8. CONTRACT PAYMENTS: Contractor shall provide complete and accurate billing invoices to the agency in order to receive payment. Billing invoices submitted to the agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), or by email at [epayments@osc.state.ny.us](mailto:epayments@osc.state.ny.us). Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

VER05/13/2013

Certified by - on

**Award Contract****Police Protective Equipment Program****Project No.**

PP16-1261-D00

**Grantee Name**

Orangetown, Town of

05/25/2017

**APPENDIX D - Work Plan****Goal**

To enhance your agency's response to the needs of the community in an active shooter incident, terrorist attack or other criminal events, through the acquisition of DCJS approved ballistic equipment and patrol rifles.

**Objective #1**

Reflective of the award, your agency will identify the type(s) of ballistic equipment to be acquired and research costs associated with acquisition of the ballistic protective equipment.

**Task #1 for Objective #1**

Within the first three months of the grant contract, the grantee will identify equipment to be purchased and establish the costs are within the contract budget.

**# Performance Measure**

- 1 Provide description of equipment to be acquired including cost per unit.

**Task #2 for Objective #1**

Within the first six months of the grant contract, the grantee will order the equipment identified.

**# Performance Measure**

- 1 Provide description of equipment and number of units ordered within the quarter.
- 2 Provide the date equipment was ordered within the quarter.

**Objective #2**

Reflective of the award, your agency will identify the type(s) of patrol rifles to be acquired and research costs associated with acquisition of the equipment.

**Task #1 for Objective #2**

Within the first three months of the grant contract, the grantee will identify patrol rifles to be purchased and establish the costs are within the contract budget.

**# Performance Measure**

- 1 Provide description of patrol rifles to be acquired; including cost per unit.

**Task #2 for Objective #2**

Within the first six months of the grant contract, the grantee will order the equipment identified.

**# Performance Measure**

- 1 Provide description of the patrol rifles and number of units ordered within the quarter.
- 2 Provide the date the patrol rifles were ordered within the quarter.

**Objective #3**

Establish department policies and procedures to train personnel reflective of standards established by the Municipal Police Training Council for patrol rifles.

**Task #1 for Objective #3**

Research and develop department policies and procedures reflective of standards established by the Municipal Police Training Council for patrol rifles.

**# Performance Measure**

- 1 The grantee will include the departmental policies and procedures in the appropriate quarterly progress report to DCJS as an "attachment" in GMS.

**Task #2 for Objective #3**

The grantee will acquire and provide to DCJS certification training on the use of patrol rifles for designated staff members.

**# Performance Measure**

- 1 Provide name of agency providing the training.
- 2 Report name, rank and date of personnel trained in the use of patrol rifles.

**Objective #4**

By the end of the grant contract, the grantee will have all equipment acquired through the grant installed and/or distributed and in use.

**Task #1 for Objective #4**

The grantee will work with the appropriate vendor(s) to receive, install and/or distribute all approved equipment by the contract end date.

**# Performance Measure**

- 1 Provide the date(s) of installation and/or distribution of equipment and submit a completed DCJS equipment inventory report (EIR) form to DCJS.
- 2 Provide the location(s) of installed equipment.
- 3 Provide name, rank and type of equipment (including serial numbers if applicable) of personnel receiving equipment.  
NOTE: Maybe submitted as an attachment in GMS

**Task #2 for Objective #4**

The grantee will provide a brief narrative describing the usage and maintenance of equipment acquired through the grant.

**# Performance Measure**

- 1 In the final quarterly progress report to DCJS, provide a brief narrative describing the usage and maintenance of equipment acquired through the grant.

**Award Contract****Police Protective Equipment Program****Project No.****Grantee Name**

PP16-1261-D00

Orangetown, Town of

05/25/2017

**Award Conditions**

Upon approval of this grant by the Office of the State Comptroller, or DCJS for "T" contract only, the Grantee is authorized to initially voucher for advance payment of those prospective expenses previously approved by DCJS not to exceed \$0.00 from the total contracted amount. Consistent with paragraph 15 of Appendix A-1 of this grant contract, vouchers for advance payments for the purchase of equipment and supplies must be supported by a copy of the purchase order.

**APPENDIX D - Special Conditions****A. Publications:**

1. The implementing agency will submit to DCJS for review all proposed publications (written, visual or sound) prior to their public release. Any such publications shall contain the following statement... "This project is supported by a grant from the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position of policies of the Division of Criminal Justice."
2. No materials, items or publications resulting from award activities associated with this grant may use the DCJS logo or provide any attribution to DCJS in any form, without the prior approval from the Executive Deputy Commissioner of DCJS or his/her designee. Requests for such approval must be submitted in writing to the DCJS Executive Deputy Commissioner and Counsel at least 30 calendar days before requested use. Determinations of such requests will be made by the DCJS Executive Deputy Commissioner on a case-by-case basis.

**B. Programs:**

1. Grantee agrees that if the project is not implemented within 60 calendar days of the award date, it will report by letter to OPDF the steps taken to initiate the project, the reasons for delay, and the expected implementation date. If the project is not operational within 90 calendar days of the original starting date of the grant period, the Grantee will submit a second statement to OPDF explaining the delay. At the discretion of the Executive Deputy Commissioner of DCJS, the State may either revoke and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.
2. Grantee shall enroll as a user of the Integrated Justice Portal (IJPortal) and make use of the IJPortal services as applicable. Law enforcement agencies are required to submit all monthly crime reports to DCJS through the Integrated Justice Portal (IJPortal) IBR/UCR Reporting Interface within 30 calendar days after the close of the reporting period. Failure to submit this information may result in grant funds being withheld.

Instructions for accessing and submitting crime reports through the IJPortal can be found at:

[http://www.criminaljustice.ny.gov/crimnet/ojsa/crimereporting/ucr\\_refman/IJPortal-UCR-Data-Entry-Manual.pdf](http://www.criminaljustice.ny.gov/crimnet/ojsa/crimereporting/ucr_refman/IJPortal-UCR-Data-Entry-Manual.pdf).

All law enforcement agencies must stay current with their monthly submissions. When the police department is unable to submit the data within 30 days, the Chief must submit the reasoning to DCJS, while ensuring the data is submitted as soon as possible. If it is deemed that the reasoning for the late submission was out of the control of the police department, a waiver will be granted to avoid the fiscal penalty.

3. Incident-Based Reporting (IBR) agencies are required to use the IJPortal IBR Submission interface to upload their monthly NYSIBR extract file, and the IJPortal UCR Data Entry Interface to submit their monthly Hate Crime and Law Enforcement Officers Killed or Assaulted (LEOKA) reports.

Summary (UCR) reporting agencies are required to use the IJPortal UCR Data Entry Interface to submit all monthly UCR reports including the Return A (Monthly Offenses known to Police), Arrests of Persons 18 and Over, Arrests of Persons Under 18, Supplemental Homicide Report (SHR), Arson, Hate Crime, and the Law Enforcement Officers Killed or Assaulted (LEOKA).

4. Participating law enforcement agencies also receiving GIVE funds shall enforce the provisions of Orders of Protection, particularly with respect to those provisions prohibiting the ownership or possession of firearms, when so ordered in family or criminal court and served upon the defendant and will enforce the firearms prohibition provisions of the federal Violence Against Women Act.

5. All local police agencies accepting funding for DCJS approved patrol rifles will be responsible to train any and all officers in the use of these DCJS approved patrol rifles prior to utilizing the equipment provided by DCJS. Appropriate training shall include agency approved training, manufacturer training or the use of the Municipal Police Training Council Patrol Rifle Course. Annual patrol rifle proficiency training consisting of live fire training on the firing range is also required.

**C. Funding:**

1. This contract may be extended, increased, decreased, renewed, amended or renegotiated at the discretion of the Executive Deputy Commissioner of the Division of Criminal Justice Services or as otherwise agreed upon by the Parties.
2. Grantee agrees that these funds will be used to supplement and not supplant existing funds and services.
3. The following conditions will apply to contracts between two New York State governmental entities: This is an agreement between two New York State governmental entities, and as such the provisions contained herein with respect to grants are applicable only to the extent that the provisions would otherwise be applicable between New York State governmental entities.

Project No.            Grantee Name  
PP16-1261-D00      Rockland County

12/28/2016

**Project Title: COUNTY OF ROCKLAND POLICE PROTECTIVE EQUIPMENT**

Contacts

Hon. Louis Falco  
Sheriff  
55 New Hempstead Road  
New City, NY 10956  
Phone:845 638-5400, Ext: Fax:  
Email:falco@rcpin.net

Ms. Marie Merla  
Crime Analyst  
55 New Hempstead Rd.  
New City, NY 10956  
Phone:845 638-5421, Ext: Fax:845 638-5035  
Email:MerlaM@co.rockland.ny.us

Mr. Stephen DeGroat  
Commissioner  
18 New Hempstead Road  
New City, NY 10956  
Phone:845 638-5699, Ext: Fax:  
Email:haydenj@co.rockland.ny.us

Hon. Edwin J. Day  
County Executive  
11 New Hempstead Road  
New City, NY 10956  
Phone:845 638-5122, Ext: Fax:  
Email:haydenj@co.rockland.ny.us

Project Start: 01/01/2017  
Project End: 12/31/2017  
Project Period: Years 1 Months 0  
Submission Date: 12/28/2016 10:45 AM

EIN:  
136007344  
Municipality No:  
390100000000  
Dun & Bradstreet No:  
075437848  
Charities Registration No:

Not For Profit  
 Sectarian Entity

County:  
Rockland  
Region:  
Mid-Hudson

BUDGET SUMMARY

Grant Funds:	\$20,500.00	100.00%
Matching Funds:	\$0.00	0.00%
Total Funds:	\$20,500.00	



Work Plan

**Goal**

To enhance your agency's response to the needs of the community in an active shooter incident, terrorist attack or other criminal events, through the acquisition of DCJS approved ballistic equipment and patrol rifles.

**Objective #1**

Reflective of the award, your agency will identify the type(s) of ballistic equipment to be acquired and research costs associated with acquisition of the ballistic protective equipment.

**Task #1 for Objective #1**

Within the first three months of the grant contract, the grantee will identify equipment to be purchased and establish the costs are within the contract budget.

**#      Performance Measure**

- 1      Provide description of equipment to be acquired including cost per unit.

**Task #2 for Objective #1**

Within the first six months of the grant contract, the grantee will order the equipment identified.

**#      Performance Measure**

- 1      Provide description of equipment and number of units ordered within the quarter.
- 2      Provide the date equipment was ordered within the quarter.

**Objective #2**

Reflective of the award, your agency will identify the type(s) of patrol rifles to be acquired and research costs associated with acquisition of the equipment.

**Task #1 for Objective #2**

Within the first three months of the grant contract, the grantee will identify patrol rifles to be purchased and establish the costs are within the contract budget.

**#      Performance Measure**

- 1      Provide description of patrol rifles to be acquired; including cost per unit.

**Task #2 for Objective #2**

Within the first six months of the grant contract, the grantee will order the equipment identified.

**#      Performance Measure**

- 1      Provide description of the patrol rifles and number of units ordered within the quarter.
- 2      Provide the date the patrol rifles were ordered within the quarter.

**Objective #3**

Establish department policies and procedures to train personnel reflective of standards established by the Municipal Police Training Council for patrol rifles.

**Task #1 for Objective #3**

Research and develop department policies and procedures reflective of standards established by the Municipal Police Training Council for patrol rifles.

**#      Performance Measure**

- 1      The grantee will include the departmental policies and procedures in the appropriate quarterly progress report to DCJS as an "attachment" in GMS.

**Task #2 for Objective #3**

The grantee will acquire and provide to DCJS certification training on the use of patrol rifles for designated staff members.

**#      Performance Measure**

- 1      Provide name of agency providing the training.
- 2      Report name, rank and date of personnel trained in the use of patrol rifles.

**Objective #4**

By the end of the grant contract, the grantee will have all equipment acquired through the grant installed and/or distributed and in use.

**Task #1 for Objective #4**

The grantee will work with the appropriate vendor(s) to receive, install and/or distribute all approved equipment by the contract end date.

**# Performance Measure**

- 1 Provide the date(s) of installation and/or distribution of equipment and submit a completed DCJS equipment inventory report (EIR) form to DCJS.
- 2 Provide the location(s) of installed equipment.
- 3 Provide name, rank and type of equipment (including serial numbers if applicable) of personnel receiving equipment. NOTE: Maybe submitted as an attachment in GMS

**Task #2 for Objective #4**

The grantee will provide a brief narrative describing the usage and maintenance of equipment acquired through the grant.

**# Performance Measure**

- 1 In the final quarterly progress report to DCJS, provide a brief narrative describing the usage and maintenance of equipment acquired through the grant.

Specific Questions

Question #1

**Question #1 (40 points - Not to exceed 5 pages):** Describe the proposed project and how acquisition of police protective equipment advances or enhances the mission of your municipality, addressing the following in your description:  
- Describe the physical location of the project. Provide a brief profile of each police entity identified as an implementing agency, including organizational structure and operational units or divisions. Describe why police protective equipment is needed at each location.  
- Describe the status of current equipment, providing the number and type(s) of police protective equipment currently being utilized.  
- Provide a timeline for equipment ordering and operation, including any correlating training requirements.  
- Provide a description of any malfunctioning or outdated equipment and how those issues impact your jurisdiction and/or implementing agency's ability to execute an emergency response plan effectively.  
- Provide justification for the number of device(s) requested in the application.  
- Include a plan to ensure the institutionalization of the project once funds are no longer available such as on-going training, equipment maintenance, and warranty issues.  
**As all questions in GMS require answers in order to submit your application, please enter "N/A" in the answer section to continue.**

Answer

Question #2

**Question #2 (40 points - Not to exceed 5 pages - with the exception of the plan question below, which does not have a maximum page amount):**  
- Articulate the nature and extent of inter-agency collaboration within your jurisdiction, identifying relevant outside agencies and how their assistance has enhanced and/or will enhance the effectiveness of the applicant's law enforcement strategy/plan. (5 points)  
- Demonstrate how your jurisdiction has promoted and/or will promote reciprocal intelligence sharing and investigative and/or prosecutorial resources, citing specific cases where warranted. (5 points)  
- Provide a plan delineating equipment dissemination within the jurisdiction. For counties outside New York City, attach a copy of any existing countywide police mutual aid agreement, or an equivalent existing or proposed countywide plan, using the attachments module in GMS. If submitting a countywide plan, detail how local police entities within the county will share funded equipment in response to active shooter incidents, terrorist attacks, and other criminal events. (30 points)  
**As all questions in GMS require answers in order to submit your application, please enter "N/A" in the answer section to continue.**

Answer

Question #3

**Operating Budget Detail and Justification (20 points)**  
- Enter the operating budget directly into the **Budget** module "tab" of the GMS application. Operating budgets should project total costs for the contract period, include justifications, and must not exceed the applicant's eligible award amount if provided.  
- A detailed budget for the grant period provided must be complete and provide sufficient detail. It must also be reasonable and appropriate, as determined by DCJS, and directly tied to the work plan.  
- Operating budgets must list expenditures for police protective equipment only using the **Budget**

module of your GMS application.<br><br>- Applicants requesting funding for more than one law enforcement entity in the county must provide separate budget versions in the GMS budget tab for each implementing agency.<br><br><b>As all questions in GMS require answers in order to submit your application, please enter "N/A" in the answer section to continue.</b>

Answer

Question #4

<b>Program Work Plan (0 points)</b><br><br>In the GMS <i>Work Plan</i> module, enter "to be determined" for your Project Goal, Objective, Task, and Performance Measure. These entries are necessary for the GMS to accept your application. Upon successful application and if approved for an award, DCJS staff will assist awarded agencies in developing an appropriate program work plan to include project goals, objectives, tasks, and performance measures. <b>Accordingly, there are no points attributed to this component of your application.<br><br>As all questions in GMS require answers in order to submit your application, please enter "N/A" in the answer section to continue.</b>

Answer

Rockland County  
 Orangetown Town Police Department  
 Version 1

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	DCJS approved M4 patrol rifle for Orangetown PD	25	\$820.00	\$20,500.00	\$20,500.00	\$0.00
Justification: The patrol rifles are needed to fully equip and improve the effectiveness of the department's officers while responding to an active shooter, terrorist incidents or other criminal events.						

Total                                    \$20,500.00                    \$20,500.00                    \$0.00

Orangetown Town Police Department Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$20,500.00	\$20,500.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$20,500.00	\$20,500.00	\$0.00

**Advance Request**

Advance: \$0.00

**Justification**

Assurance

NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES <br>  
OFFICE OF PROGRAM DEVELOPMENT AND FUNDING <br><br>

Certified Assurances for Federally-supported Projects, Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug Free Workplace Requirements; Standard Assurances <br><br>

The applicant hereby assures and certifies compliance with all Federal and State statutes, regulations, policies, guidelines, and requirements, including OMB Circulars No. A-21, A-87, A-102, A-110, A-122, A-133, , E.O. 12372 (intergovernmental review of federal programs) and Uniform Administrative Requirements for Grants and Cooperative Agreements - 28 CFR, Part 66 or 70 (administrative requirements for grants or programs), Common Rule, that govern the application, acceptance, and use of Federal funds for this federally-assisted project. The applicant also assures and certifies that: <br><br>

1. LOBBYING <br><br>

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that: <br>

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement; <br>
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, 'Disclosure of Lobbying Activities,' in accordance with its instructions; <br>
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly. <br><br>

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)<br><br>

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67 <br>

A. The applicant certifies that it and its principals: <br>

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; <br>
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;<br>
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and <br>

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application. <br><br>

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) <br><br>

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620 A. The applicant certifies that it will or will continue to provide a drug-free workplace by: <br>

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; <br>
- (b) Establishing an on-going drug-free awareness program to inform employees about <br>
- (1) The dangers of drug abuse in the workplace; <br>

- (2) The grantee's policy of maintaining a drug-free workplace; <br>
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and <br>
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace; <br>
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a); <br>
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will <br>
- (1) Abide by the terms of the statement; and <br>
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction; <br>
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: <br><br>

Department of Justice <br>  
 Office of Justice Programs <br>  
 ATTN: Control Desk <br>  
 810 Seventh Street, N.W., <br>  
 Washington, D.C. 20531 <br><br>

Notice shall include the identification number(s) of each affected grant; <br>

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted <br>
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or <br>
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; <br>
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f). <br><br>

4. It possesses legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application); that a resolution, motion, or similar action, has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein and in directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. <br><br>

5. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs. <br><br>

6. It will comply with the provisions of Federal law known as the Hatch Act which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants (5 USC, Section 1501, et seq, as amended). <br><br>

7. It will comply with the minimum wage and minimum hours provisions of the Federal Fair Labor Standards Act, if applicable. <br><br>

8. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. <br><br>

9. It will give the U.S. Department of Justice, New York State Division of Criminal Justice Service (DCJS) or the New York State Comptroller's Office, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant. <br><br>

10. It will comply with all requirements imposed by the U.S. Department of Justice and New York State concerning special requirements of law, program requirements, and other administrative requirements. <br><br>

11. It will ensure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify DCJS of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. <br><br>

12. It will comply with the flood insurance requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234,

87 Stat. 975, approved December 31, 1976, Section 102 (a) requires, on or after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase, 'Federal financial assistance' includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or other form of direct or indirect Federal assistance. <br><br>

13. It will assist DCJS in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593 and the Archeological and Historical Preservation Act of 1966 (16 U.S.C. 496a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, notifying DCJS of the existence of any such properties, and by (b) complying with all requirements established by the Federal Government to avoid or mitigate adverse effects upon such properties. <br><br>

14. It will comply with the applicable provisions of the Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victim of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs' Financial Guide; and all other applicable Federal laws, orders, circulars, or regulations. <br><br>

15. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure, Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environment Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures, and Federal laws or regulations applicable to Federal assistance programs. <br><br>

16. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination. CFR Part 35 and Part 39. <br><br>

17. It assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against applicant, the applicant will forward a copy of the finding to DCJS for transmittal to the U.S. Department of Justice, Office of Civil Rights. <br><br>

18. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System. <br><br>

19. It will be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered pursuant to this agreement. The applicant will indemnify and hold harmless New York State and its officers and employees from claims, suits, actions, damages, and costs of every nature arising out of the provision of federally-funded services. <br>

The applicant is potentially an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of New York State nor make any claim, demand or application to or for any right based upon any different status. <br><br>

20. It assures that Federal formula grant funds, or the required cash matching funds, will not be used to supplant State or local funds but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement and criminal justice activities. <br><br>

21. It assures that matching funds required to pay the non-Federal portion of the cost of each program and project, for which federal funds are made available, shall be in addition to funds that would otherwise be made available for law enforcement and criminal justice activities by recipients of grant funds. <br><br>

22. It assures that it shall maintain such data and information and submit such reports in such form at such times and containing such data and information as DCJS may reasonably require to administer the program. <br><br>

23. It agrees that, in compliance with Section 623 of Public Law 102-141, no amount of this award shall be used to finance the acquisition of goods or services (including construction services) that have an aggregate value of \$500,000 or more, unless the recipient: <br>(a) specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved (including construction services) the amount of Federal funds that will be used to finance the acquisition; and <br>(b) expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition. <br><br>

24. New York State agency applicants assure compliance with Title V of the Anti-Drug Abuse Act of 1988 and regulations promulgated by the Federal Government to maintain a drug-free workplace. <br><br>

25. A state or local government agency or any business with 50 or more employees which receives a single award of \$25,000 or more is required to formulate and maintain an Equal Employment Opportunity Program (EEO), in accordance with 28 CFR, Chapter 1, Part 42, subpart e., on file and available for review at any time. A recipient that is required to maintain an EEO must submit it to the Department of Justice Office for Civil Rights if it receives a single award of \$500,000 or more. If a subrecipient is exempt from the requirement to maintain an EEO, this exemption must be certified to the OCR. Additionally, if a subrecipient must maintain an EEO, but is exempt from the submission requirement, that exemption must be certified to the OCR. Both certifications may be transmitted to the OCR by use of the EEO Certification Form available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>. The grantee must update its EEO and/or Certification every two years, and resubmit to the OCR where applicable. Further, the grantee must provide DCJS with a copy of any EEO or certification transmitted to the OCR. <br><br>

26. Under Section 601 of Title VI, 42 U.S.C. § 2000d and Executive Order 13166, grant recipients are required to take reasonable steps to ensure meaningful access to their services to persons who, as a result of their national origin, are Limited in the English Proficiency (LEP). To help recipients understand and meet this obligation, the DOJ published Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, which can be found at 67 Fed. Reg. 41455 (June 18, 2002) or at [www.lep.gov](http://www.lep.gov) (LEP Guidance). While no certification or filing requirement exists for this requirement under Title VI, in certain circumstances, such as in complaint investigations or compliance reviews, recipients may be required to provide to federal agencies a copy of any plan created by the recipient. <br><br>

27. It agrees that any publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the applicant describing programs or projects funded in whole or in part with Federal funds, shall contain the following statement: <br>

'This project was supported by Grant # \_\_\_\_\_ , awarded by the Office of Justice Programs, U.S. Department of Justice to the State of New York, Division of Criminal Justice Services ( DCJS). Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice or DCJS.'<br>

The applicant also agrees that one copy of any such publication will be submitted to DCJS to be placed on file and distributed as appropriate to other potential grantees or interested parties. DCJS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the applicant. <br><br>

28. It will include in its application a signed Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. <br><br>

29. If the grant applied for is awarded, it will be provided by the State of New York from funds appropriated under one of the various titles of the Violent Crime Control and Law enforcement Act of 1994 (PL 103-322). The applicant assures that all information contained in the application is correct and that it will abide by all statutes, rules, and regulations of the United States and of New York State affecting the conduct of grantees, as well as to conform to the terms and conditions stated in the contractual agreement. <br>

May 2012 <br>

Certified by - on

RECEIVED

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

PERMIT # 17-SP-24

JUN 02 2017

RECEIVED  
JUN 5 2017  
Orangetown Police Department

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

EVENT NAME: P.R. Parks + Activity Carnival

APPLICANT NAME: Stephen F. Munno

ADDRESS: 109 Secor Blvd. P.R. NY 10965

PHONE #: 494-4157 CELL # FAX #

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

The above event will be held on 6-22 thru 25 from to RAIN DATE:

Location of event: E. Central Avenue Field

Sponsored by: P.R. Parks + Activity Comm. Telephone #:

Address:

Estimated # of persons participating in event: vehicles

Person (s) responsible for restoring property to its original condition: Name-Address-Phone #: P.R. Parks + Activity Committee

Signature of Applicant: Steph. Munno, President Date: 6-2-17

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Letter of Request to Town Board requesting aid for event - Received On: 6-2-17

Certificate of Insurance - Received On: 6-2-17

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit: Y (N) Received On: X

Rockland County Highway Dept. Permit: Y (N) Received On: X

NYS DOT Permit: Y (N) Received On: X

Route/Map/Parking Plan: Y (N) Received On: X

RFS #: 40639 BARRICADES: Y (N) CONES: Y (N) TRASH BARRELS: (10) N OTHER: lg. dumpster caution tape message board

APPROVED: [Signature] DATE: 6-2-17  
Superintendent of Highways

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

Show Mobile: Y (N) Application Required: Fee Paid - Amount/Check #

Port-o-Sans: Y (N) Other:

APPROVED: [Signature] DATE: 6/2/17  
Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

Police Detail: Y / N: Items:

APPROVED: [Signature] DATE: 6/2/17  
Chief of Police

JUN 06 2017

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

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



**PEARL RIVER PARK & ACTIVITY COMMITTEE, INC.**  
P.O. BOX 1216  
PEARL RIVER, N.Y. 10965

RECEIVED

JUN 02 2017

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

**MEMORANDUM**

**President**

Stephen F. Munno

**Vice- President**

Mike Mandel

**Treasurer**

Annina Munno

**Recording Secretary**

Cindy Sealander

**Corresponding Secretary**

Robert Simon

**Executive Board of Directors**

Frank Fleischer

Jim Murphy

**Associate Members**

Michael Bryceland

Dominic Filippone

William Mowerson

Ennio Munno

George Wamsley

**Rotary Club**

**July 4<sup>th</sup> Celebration Committee**

Dorothy Filoramo, Rotary President

George Westphal

Jim Murphy

John Buonadonna

Ryan O'Gorman

Larry Vergine

Doug Ward

Robert Zuppe

TO: Kimberly Allen, Administrative Secretary  
FROM: Stephen F. Munno, President  
DATE: June 2, 2017  
RE: Pearl River Carnival

Please add the following item on the June 13, 2017 Town Board Workshop Meeting Agenda:

The Pearl River Park & Activity Committee Inc. requests the following for the Annual Pearl River Carnival fundraiser for the July Fourth Celebration. Carnival to be held on June 22 thru June 25 at the Central Avenue Field in Pearl River.

- trash receptacles
- field clean up
- large dumpster
- message board
- *caution tape*



RECEIVED

MAY 19 2017

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

PERMIT # 17-5422

COPY

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

EVENT NAME: Rockland GAA Clubhouse Grand Opening

APPLICANT NAME: Rockland GAA

ADDRESS: \_\_\_\_\_

PHONE #: 917-804-3843 CELL # \_\_\_\_\_ FAX # \_\_\_\_\_

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

The above event will be held on July 7<sup>th</sup>-9<sup>th</sup> from 9am to 12am RAIN DATE: None

Location of event: GAA Facility

Sponsored by Rockland GAA Telephone #: \_\_\_\_\_

Address: \_\_\_\_\_

Estimated # of persons participating in event: 3000 vehicles 1000

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

Marty McKenna 51 Franklin St, Piermont, NY 10968 917-804-3843

Signature of Applicant: \_\_\_\_\_ Date: 5/15/2017

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Letter of Request to Town Board requesting aid for event -- Received On: 5-16-17

Certificate of Insurance -- Received On: ✓

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit  Y  N -- Received On: 5.4.17

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

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

Route/Map/Parking Plan: Y  N  -- Received On: 5-17-17

RFS #: 40620 BARRICADES: Y  N  CONES: Y  N  TRASH BARRELS: Y  N  OTHER: Road Signage

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Superintendent of Highways

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

Show Mobile  Y  N Application Required: Not Available Fee Paid -- Amount/Check #: \_\_\_\_\_

Port-o-Sans: Y  N  Other: youth soccer youth baseball complex El parking

APPROVED: \_\_\_\_\_ DATE: 6/8/17  
Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

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

APPROVED: \_\_\_\_\_ DATE: 6/8/17  
Chief of Police

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

Workshop Agenda Date: 6.13.17 Approved On: \_\_\_\_\_ TBR #: \_\_\_\_\_

RECEIVED  
JUN 7 2017  
Orangetown Police Department

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT  
JUN 9 2017  
RECEIVED

RECEIVED

#17-22

JAMES J. DEAN  
Superintendent of Highways  
Roadmaster II

MAY - 4 2017

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT



HIGHWAY DEPARTMENT  
TOWN OF ORANGETOWN

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

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

ROAD CLOSING PERMIT APPLICATION  
Section 139 Highway Law

NAME Marty McKenna DATE 5/3/17  
COMPANY Rockland Gaelic Athletic Association  
ADDRESS e-mail - mmckenna@pilasterinc.com  
TELEPHONE 917-804-3843  
(INCLUDE 24 HOUR EMERGENCY NUMBERS)

ABOVE MENTIONED PARTY REQUESTS PERMISSION TO CLOSE:

Old Orangeburg Rd, Orangeburg NY  
(Address number and name of road)

From Intersection of 3rd Avenue westbound to OMM Complex  
(Intersecting streets and/or description of exact location)

REASON FOR CLOSING RGAA clubhouse Grand Opening

DATE OF CLOSING 7/8/17 and 7/9/17 RAIN DATE \_\_\_\_\_  
TIME ROAD WILL BE CLOSED 9 AM Saturday to 10 pm Sunday  
WILL ROAD BE OPEN TO LOCAL TRAFFIC? NO  
WILL ROAD BE OPEN TO EMERGENCY VEHICLES? Yes

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

PRELIMINARY APPROVAL [Signature] DATE 5-21-17  
JAMES J. DEAN  
SUPERINTENDENT OF HIGHWAYS

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

8-13-02hjd

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

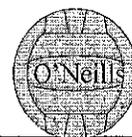


CLEAN STREETS - CLEAN STREAMS



# Rockland Gaelic Athletic Association, Inc.

WWW.ROCKLANDGAA.COM



PO Box 848 • Pearl River, NY 10965

RECEIVED

MAY 16 2017

#17-SP.22

5.15.2017

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

Dear OrangeTown Board Member,

*-AWY*

The Rockland GAA are requesting from July 7<sup>th</sup> - 9<sup>th</sup>, usage of barricades, trash barrel, show mobile, police details, auxiliary details, road signage, etc., required to safety host our Grand Opening of our New Clubhouse.

*Also, youth soccer & youth baseball complex for parking. -Parks TW*

Please present this letter requesting town items at your next Town Board Workshop.

We greatly appreciate your continued support,

Kind Regards,  
Marty McKenna

2016 BOARD of OFFICERS

CHAIRMAN  
Marty McKenna

VICE CHAIRMAN  
Philip Traynor

RECORDING SECRETARY  
Patrick McGovern

TREASURER  
Paul Rowley

FINANCIAL SECRETARY  
Susan Kenney

CORRESPONDING SECRETARY  
Mike Dalton

PUBLIC RELATIONS OFFICER  
Emmett Woods

CLUB COACHING OFFICER  
Joe McGirl

DEVELOPMENT CHAIRMEN  
Mike Henly  
Paul Rowley  
Phil Traynor  
Emmett Woods

SERGEANT AT ARMS  
Paul McElligott

TRUSTEES  
Brian Pearson  
Paul Rowley  
Paul McGrath  
Paddy Gormley

AUDITORS  
Michael Glyn  
Paul Moore  
Vince Tyer

FIELD SCHEDULER  
Dave McIntyre  
Paul Lewis

FIELD COORDINATOR/LAYOUT  
Kevin Lennon

FIELD CUSTODIAN  
Sean Sorohan

REGISTRAR  
Brigid McElligott

DATA BASE ADMINISTRATORS  
Neil Francis  
Owen Mooney

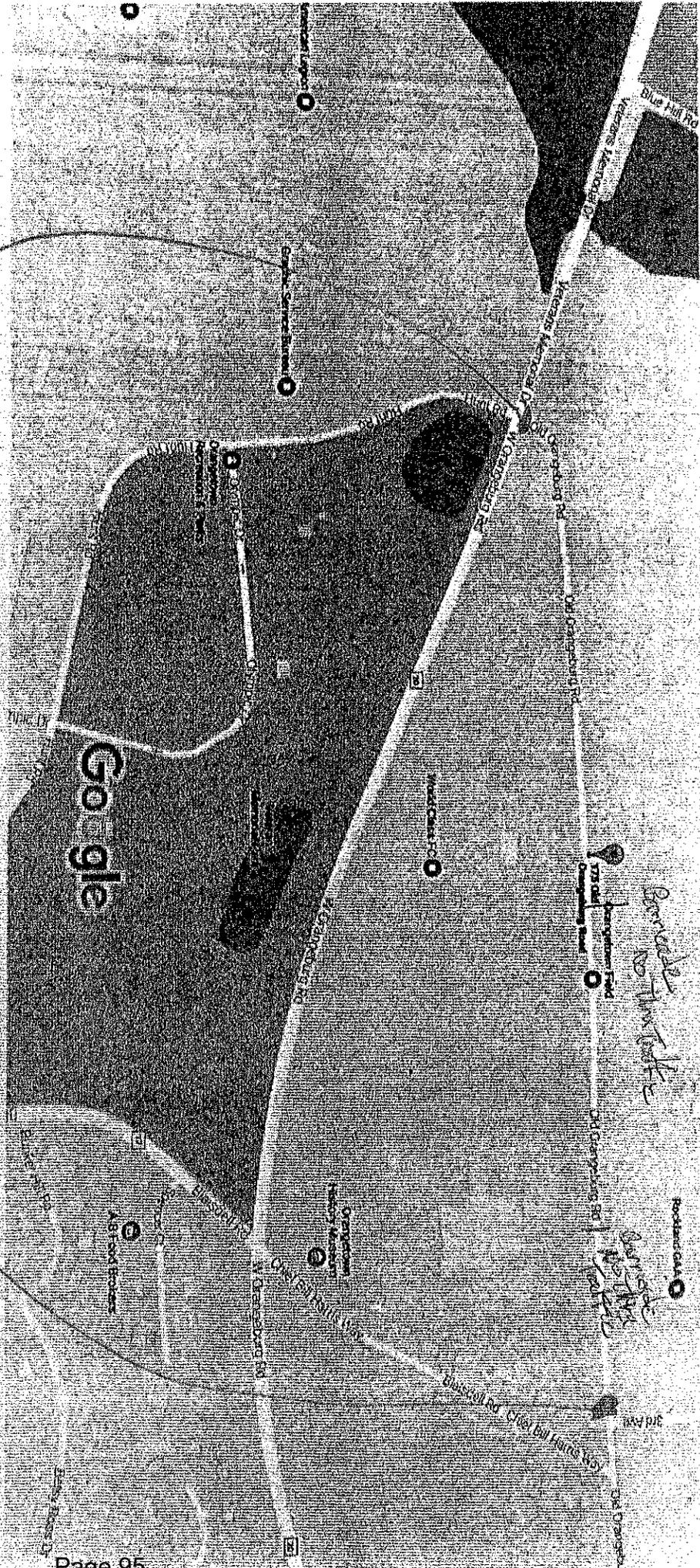
CYC COORDINATOR  
Brigid McElligott

RECORDER  
Emmett Woods

HISTORIAN  
Paul Rowley

WEBMASTERS  
Dannien Moore  
Owen Mooney

PHOTOGRAPHERS  
Gerry Brady  
Marcela Riggs  
Chris Clark



OLD ORANGEBURG RD  
 Closed to Through Traffic

Open Orangeburg Rd to 2nd Ave

#17-SP-22

Need: Road Closed  
 Local Traffic Only  
 No Through Traffic

- ① at Old Orangeburg Rd and Orangeburg Rd
- ② at Old Orangeburg Rd and 2nd Ave

5-18-17



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



2017 Application for Showmobile Use

Event/Festival Name: ROCKLAND-BERGEN MUSIC FESTIVAL  
 Organization Name: ROCKLAND BERGEN MUSIC FESTIVAL, INC.  
 Applicant's Name: Joseph Diurso Phone (w): 845-721-0962  
 Address: PO Box 815 City: PEARL RIVER Zip: 10965  
 Cell Phone: 845-721-0962 E-Mail: JDCARAVAN@GMAIL.COM  
 Day: FRIDAY Date: 6/23-26/17 Time of Set-up: 2PM-6/23 Time of Take-down: MORNING-6/26  
 Requested Location (park, street, location on premises, etc., be specific, attach map if needed):  
GERMAN MASONIC PARK - TAPPAN, NY - SAME LOCATION AS PREVIOUS YEARS.

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

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

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

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

TO BE USED EACH DAY TO PRESENT NATIONAL & LOCAL MUSIC ACTS

Showmobile space requirements:

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

Additional Requirements:

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

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

Applicant's Signature: Joseph Diurso Date: 5/24/17  
 Department Approval: Mark Albert Date: 5/30/17



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



**SHOWMOBILE RESERVATION PROCEDURES**  
Town of Orangetown, Orangeburg NY

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

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

**Use of the Showmobile is NOT confirmed until:**

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

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

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

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

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

**Space and Placement**

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

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

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

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

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

(over)



May , 2017

Aric T. Gorton, Superintendent  
Office of Recreation & Parks  
81 Hunt Road  
Orangeburg, New York 10962

Re: The Noble Ninth, Inc. with  
Town of Orangetown Summer Day Camp, 2017

Dear Mr. Gorton:

We have received your letter with respect to the Town's use of our picnic grounds as a summer camp during the summer of 2017.

Pursuant to the direction of our Board, I am providing you with this letter in hopes that it will serve as an agreement between our respective clients for the use of the picnic grounds in Tappan as a summer day camp to be conducted by the Town of Orangetown.

Our agreement is, in its most simplistic form, that we will provide the use of our picnic grounds to the Town of Orangetown for the purposes of its conducting a summer day camp program during the summer of 2017 under the same terms and conditions as set forth in a certain agreement entered into between the Town of Orangetown and the German Masonic Home Corporation dated May 18, 1991. The German Masonic Home Corporation, a sister company of The Noble Ninth, Inc., transferred title to the property in question to The Noble Ninth, Inc., as more fully explained to you in our letter of March 24<sup>th</sup>, 1999.

If this is acceptable to you and there are no other changes to be made, then your client's execution of a copy of this letter-extension for the summer of 2017, commencing Wednesday, June 28, 2017 through Friday, August 4, 2017, daily, Monday through Friday, from 7:45 AM through 5:15 PM will constitute our new agreement.

Unless there is anything specific that you wish to discuss which would constitute a departure from our past practices and your past usage of the grounds, I do not believe a meeting is necessary.

A few years ago we referenced the increase in our Utility costs during the period the camp is in session and we continue to monitor this. We did not find any significant additional growth during the past year and, at this time, we are not requesting any payments from the Town, nor are we seeking any reimbursement for these utility usage increases however, we did want to make you aware of this and the fact that we continue to monitor the situation and, should the increases continue to grow, we may have to revisit this situation.

I await any reply and, if in order, an executed copy of this letter, which will then serve as our copy of this agreement. Thank you for your courtesy and cooperation.

Very truly yours,  
*Robert Off*

RAK:s

cc: Mr. Andrew Stewart, Supervisor  
John Edwards, Esq., Town Attorney

This is to confirm that the terms and conditions set forth above are acceptable to us, in full.

Town of Orangetown

By \_\_\_\_\_

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

PERMIT # 17-57.23

RECEIVED  
MAY 30 2017  
Orangetown Police Department

EVENT NAME: Pepple River ELKS Festless Day Road Race

APPLICANT NAME: Kevin G. Connolly - Representative ELKS

ADDRESS: 138 Branchwood Lane Wauvet NY 10954

PHONE #: 845 425 0861 CELL # 845 521 0493 FAX # N/A

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

The above event will be held on June 18 from 8:30 to 9:30 RAIN DATE: N/A

Location of event: Roads in Orangetown + Clarkstown

Sponsored by: Pepple River ELKS 2041 Telephone #: 845-623-2041

Address: 2041 Elm Drive Wauvet NY 10954

Estimated # of persons participating in event: 200 vehicles None

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

Kevin Connolly - 138 Branchwood Loe Wauvet NY {see above}

Signature of Applicant: [Signature] Date: 5/16/17

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

Letter of Request to Town Board requesting aid for event - Received On: 5.23.17

Certificate of Insurance - Received On: 5.23.17

**FOR HIGHWAY DEPARTMENT USE ONLY:**

Road Closure Permit: Y/N  Received On: 5.23.17

Rockland County Highway Dept. Permit: Y/N  Received On: 5.23.17

NYS DOT Permit: Y/N  Received On: 5.23.17

Route/Map/Parking Plan: Y/N - Received On: 5.23.17

RFS #: \_\_\_\_\_ BARRICADES: Y/N  CONES: Y/N  TRASH BARRELS: Y/N  OTHER: Use of roads

APPROVED: [Signature] DATE: 5.24.17

Superintendent of Highways

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

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

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

APPROVED: [Signature] DATE: 5/30/17

Superintendent of Parks & Recreation

**FOR POLICE DEPARTMENT USE ONLY: (to guide runners)**

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

APPROVED: [Signature] DATE: 6/1/17

Chief of Police

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

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

Workshop Agenda Date: 6.13.17 Approved On: \_\_\_\_\_ TBR #: \_\_\_\_\_

**Re: Father's Day Letter**

Joseph Smith [joe151nfd@aol.com]

**Sent:** Wednesday, May 24, 2017 12:10 PM

**To:** highwaydept

RECEIVED

MAY 24 2017

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

Members of townboard  
Town of Orangetown

Members of the Orangetown Highway Dept.  
Re:Fathers Day Race on 6/18/2017  
Premises to use roads partial closing

The Pearl River Elks request assistance to hold our annual Fathers Day Road Road. On 6/18/2017 8:30. No highway dept needed. Only Orangetown or there auxiliary to guide runners on orangetown roads. Clearkstown P.D. will do clearktown roads on that day as the race crosses 2 towns.

Thank You in advance  
Joe Smith Lodge Trustee  
Race Directer

---

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

From: highwaydept <highwaydept@orangetown.com>

To: joe151nfd <joe151nfd@aol.com>

Sent: Wed, May 24, 2017 11:44 am

Subject: Father's Day Letter



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/17/2017

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> K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804		<b>CONTACT NAME:</b> Mass Merchandising Underwriting <b>PHONE (A/C, No, Ext):</b> 800-426-2889 <b>FAX (A/C, No):</b> 260-459-5105 <b>EMAIL ADDRESS:</b> info@sportsinsurance-kk.com <b>PRODUCER CUSTOMER ID:</b>	
<b>INSURED</b> Pearl River Elks Lodge 2041 6 Brookhill Drive West Nyack, NY 10994 A Member of the Sports, Leisure & Entertainment RPG		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Nationwide Mutual Insurance Company <b>NAIC #</b> 23787 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

RECEIVED  
MAY 23 2017

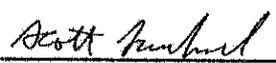
TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

**COVERAGES**      **CERTIFICATE NUMBER:** W01031771      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		6BRPG0000006055900	06/18/2017 12:01 AM EDT	06/19/2017 12:01 AM	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$1,000,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS - COMP/OP AGG	\$1,000,000
							PROFESSIONAL LIABILITY	
							LEGAL LIAB TO PARTICIPANTS	\$1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input 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 <input type="checkbox"/> NOT PROVIDED WHILE IN HAWAII						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)      Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	<b>MEDICAL PAYMENTS FOR PARTICIPANTS</b>			6BRPG0000006055900	06/18/2017 12:01 AM EDT	06/19/2017 12:01 AM	PRIMARY MEDICAL	
							EXCESS MEDICAL	\$25,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

<b>CERTIFICATE HOLDER</b> Town of Orangetown 26 West Orangeburg Road Orangeburg, NY 10962 (Owner/Lessor of Premises)	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

Coverage is only extended to U.S. events and activities.  
\*\* NOTICE TO TEXAS INSURED: The insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

# PEARL RIVER ELKS 4 MILE RUN

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

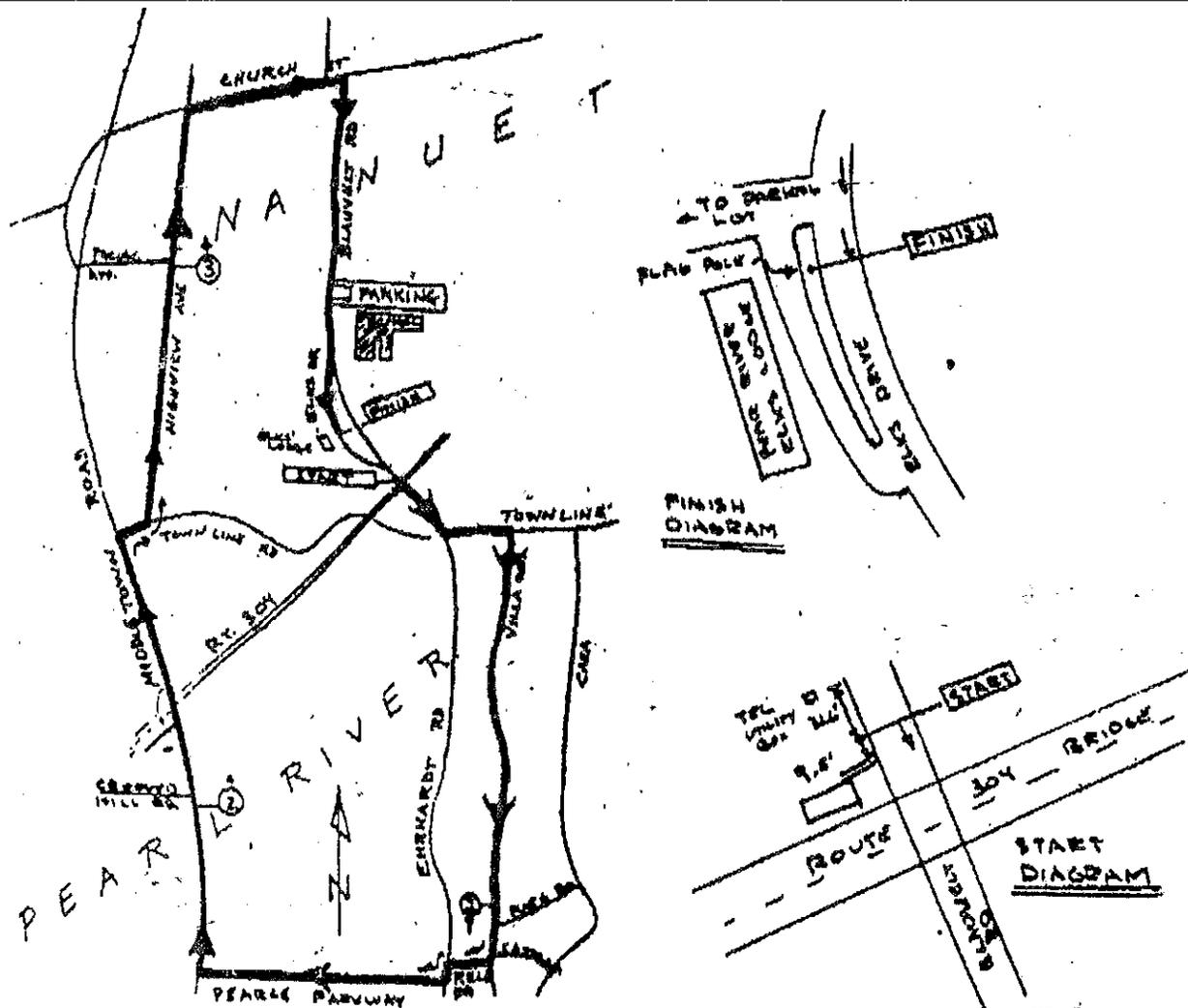
**FINISH:** On Elks Drive at Pearl River Elks Lodge. Even with flag pole near NE corner of building, which is on W side of road.

The following marks are given relative to running direction.

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

**2 MILE:** On Middletown Rd. just before Crooked Hill Rd.. 16' past utility pole 58828/39006, which is on right.

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





Orrick, Herrington & Sutcliffe LLP

51 West 52nd Street  
New York, NY 10019-6142

+1 212 506 5000

orrick.com

Thomas E. Myers

E [tmyers@orrick.com](mailto:tmyers@orrick.com)

D +1 212 506 5212

F +1 212 506 5151

June 12, 2017

**VIA E-MAIL (jbencik@orangetown.com)**

Mr. Jeffrey W. Bencik  
Director of Finance  
Town of Orangetown  
26 Orangeburg Road  
Orangeburg, NY 10962

Re: Town of Orangetown, Rockland County, New York  
Orangetown Sewer District - Additional \$500,000 (202-b)  
Orrick File: 43339-2-29

Dear Jeff:

In accordance with your request, I enclose herewith a form of order calling a public hearing with respect to the increase in the maximum estimated cost of a prior increase and improvement of the facilities of the Orangetown Sewer District, for your use at the next meeting of the Town Board. We understand that the purpose of this increase and improvement is, substantially, an increase in costs of an earlier 202-b project including various sewer inflow and infiltration improvements.

Please see that this order is certified as adopted by at least a majority vote of the entire voting strength of the Town Board and that the notice of the public hearing, a form of which I enclose herewith for your convenience, is published once in the newspaper specified in the order and posted on the Town Clerk's signboard, **such posting and publication to be made not less than ten nor more than twenty days prior to the date of the meeting.**

When available kindly return to me a certified copy of the enclosed proceedings, an original printer's affidavit of publication of the legal notice of the hearing and the Town Clerk's affidavit of posting of the same with a copy of the notice as posted attached.

With best wishes,

Very truly yours,

*Tom*

Thomas E. Myers

/es

Enclosure



and report including an estimate of cost prepared in connection therewith which is on file in the office of the Town Clerk of such Town; and

WHEREAS, in order to complete the improvements to the aforesaid facilities, it will be necessary to expend the sum of \$2,500,000, an increase of \$500,000 over that previously authorized; and

WHEREAS, it is now desired to call a public hearing on the question of authorizing such increase and improvement of facilities at a revised cost of \$2,500,000; NOW, THEREFORE, IT IS HEREBY

ORDERED, by the Town Board of the Town of Orangetown, Rockland County, New York, as follows:

Section 1. A public hearing will be held at the Town Hall, in Orangeburg, New York, in said Town, on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, at \_\_\_\_\_ o'clock P.M., Prevailing Time, on the question of increasing the cost of the increase and improvement of the facilities of the Orangetown Sewer District in the manner described in the preambles hereof, and to hear all persons interested in the subject thereof, concerning the same, and to take such action thereon as is required or authorized by law.

Section 2. The Town Clerk is hereby authorized and directed to cause a copy of the Notice of Public Hearing hereinafter provided to be published once in the official newspaper designated for this purpose, and also to cause a copy thereof to be posted on the sign board of the Town, such publication and posting to be made not less than ten, nor more than twenty, days before the date designated for the hearing.

Section 3. The notice of public hearing shall be in substantially the following form:

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Orangetown, Rockland County, New York, will meet at \_\_\_\_\_, in Orangeburg, New York, in said Town, on the \_\_\_\_ day of \_\_\_\_\_, 2017, at \_\_\_\_ o'clock P.M. Prevailing Time, for the purpose of conducting a public hearing upon a certain map, plan and report including a revised estimate of cost prepared in relation to the proposed increased cost of an increase and improvement of the facilities of the Orangetown Sewer District in the Town of Orangetown, Rockland County, New York, consisting of various sewer inflow and infiltration improvements for the Orangetown Sewer District. The maximum estimated cost of the aforesaid increase and improvement of the facilities of Orangetown Sewer District in the Town is \$2,500,000, an increase of \$500,000 over that previously authorized.

At said public hearing said Town Board will hear all persons interested in the subject matter thereof.

Dated: Orangeburg, New York,  
\_\_\_\_\_, 2017

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF ORANGETOWN,  
ROCKLAND COUNTY, NEW YORK

\_\_\_\_\_  
Town Clerk

Section 4. This Order shall take effect immediately. The question of the adoption of the foregoing Order was duly put to a vote on roll call, which resulted as follows:

\_\_\_\_\_ VOTING \_\_\_\_\_  
\_\_\_\_\_ VOTING \_\_\_\_\_  
\_\_\_\_\_ VOTING \_\_\_\_\_  
\_\_\_\_\_ VOTING \_\_\_\_\_  
\_\_\_\_\_ VOTING \_\_\_\_\_

The order was thereupon declared duly adopted.

\* \* \* \* \*

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

I, the undersigned Clerk of the Town of Orangetown, Rockland County, New York (the "Issuer"), DO HEREBY CERTIFY:

1. That a meeting of the Issuer was duly called, held and conducted on the 13th day of June, 2017.
2. That such meeting was a **special regular** (circle one) meeting.
3. That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
4. That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
5. That all members of the Board of the Issuer had due notice of said meeting.
6. That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
7. That notice of said meeting (the meeting at which the proceeding was adopted) was caused to be given **PRIOR THERETO** in the following manner:

**PUBLICATION** (here insert newspaper(s) and date(s) of publication)

**POSTING** (here insert place(s) and date(s) of posting)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer this \_\_\_\_\_ day of June, 2017.

\_\_\_\_\_  
Town Clerk

(CORPORATE SEAL)

**AFFIDAVIT OF POSTING**

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

I, the undersigned Clerk of the Town of Orangetown, Rockland County, New York, DEPOSE AND SAY:

That on the \_\_\_\_ day of \_\_\_\_\_, 2017, I caused to be posted on the official signboard maintained by me pursuant to subdivision 6 of Section 30 of the Town Law, a Notice of Public Hearing, which Notice is part of an order duly adopted by the Town Board on the 13<sup>th</sup> day of June, 2017.

A true and correct copy of such Notice is attached hereto and made a part hereof.

\_\_\_\_\_  
Town Clerk

Subscribed and sworn to before me  
this \_\_\_\_ day of June, 2017.

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