

**TOWN OF ORANGETOWN  
RTBM MEETING  
TUESDAY, SEPTEMBER 27, 2016**

This Town Board Meeting was opened at \_\_\_\_\_ p.m.

Councilman Denis Troy	_____
Councilman Thomas Diviny	_____
Councilman Paul Valentine	_____
Councilman Jerry Bottari	_____
Supervisor Andy Stewart	_____

***PLEDGE OF ALLEGIANCE TO THE FLAG***

- ANNOUNCEMENTS:**
- October 4, 2016 Workshop – Architectural Consultant Presentations for Town Hall and Space Planning
  - October 4, 2016 Workshop at 8:00 P.M. – Open Public Hearing Re: One Year Contract/Blauvelt Volunteer Fire Company/Calendar Year 2017
  - October 18, 2016 RTBM - Swearing-in Ceremony New Orangetown Police Officers
  - October 18, 2016 RTBM at 8:00 P.M. – Open Public Hearing Proposed Local Law Amending Chapter 39, entitled Vehicles and Traffic of the code of the Town of Orangetown relating to Stop Sign at South Greenbush Road and Stevens Way
  - October 18, 2016 RTBM at 8:10 P.M. – Open Public Hearing Proposed Local Law Amending Chapter 43, Adding Article XV, to the Code of the Town of Orangetown, Regarding the Establishment of a Landlord Registry  
(Item No. 9 , page 14, on tonite’s RTBM agenda)
  - October 22, 2016 - Document Shredding - Open to the public from 8:00 A.M. – Noon. The event will be held in the parking lot of Town Hall, 26 W. Orangeburg Road, Orangeburg, NY (Charlotte Madigan, Town Clerk)
  - November 1<sup>st</sup>, 2016 RTBM at 8:00 P.M. – Open Public Hearing on PRELIMINARY BUDGET as per Resolution No. 327.

- PRESENTATIONS:**
- SUPERVISOR’S 2017 BUDGET PRESENTATION

**PUBLIC COMMENTS:**

**TOWN BOARD**

**OPEN PUBLIC HEARING AT 8:00  
P.M./PROPOSED LOCAL LAW NO. \_\_\_\_ OF  
2016/AMENDING CHAPTER 43 OF THE  
TOWN CODE RELATING TO NEW CAR  
DEALERSHIP SERVICE AND REPAIR IN  
NON-RESIDENTIAL ZONES WITHIN THE  
ROUTE 303 OVERLAY ZONING DISTRICT**

*(As per Resolution No. 396 on 8-16-2016 RTBM)*

1. **RESOLVED**, that the public hearing on a proposed local law, amending Chapter 43 of the Town Code relating to New Car Dealership Service and Repair in Non-Residential Zones within the Route 303 Overlay Zoning District, is hereby opened.

**CLOSE/PUBLIC HEARING/ PROPOSED  
LOCAL LAW NO. \_\_\_\_ OF 2016/AMENDING  
CHAPTER 43 OF THE TOWN CODE  
RELATING TO NEW CAR DEALERSHIP  
SERVICE AND REPAIR IN NON-  
RESIDENTIAL ZONES WITHIN THE ROUTE  
303 OVERLAY ZONING DISTRICT**

2. **RESOLVED**, that the public hearing on a proposed local law, amending Chapter 43 of the Town Code relating to New Car Dealership Service and Repair in Non-Residential Zones within the Route 303 Overlay Zoning District, is hereby closed.

**TOWN BOARD**

**ADOPT LOCAL LAW NO. \_\_\_\_ OF 2016,  
AMENDING CHAPTER 43, OF THE TOWN  
CODE (ZONING) RELATING TO NEW CAR  
DEALERSHIP SERVICE AND REPAIR IN  
NON-RESIDENTIAL ZONES WITHIN THE  
ROUTE 303 OVERLAY ZONING DISTRICT**

**3. RESOLVED**, that be it enacted by the Town Board of the Town of Orangetown, as follows:

*Section 1:* Chapter 43 of the Town Code entitled "Zoning", § 3.11 and the Table of General Use Regulation established thereby for the "CC" Zoning District (43 Attachment 6), at Column 4 thereof, providing for Conditional Uses by the Planning Board, shall be amended to add a new Conditional Use, as follows:

9. New dealer automobile service and repair, ancillary to an existing new car dealership, within the Route 303 Overlay Zoning District, subject to Chapter 43 § 13.10(B)(6).

*Section 2:* Amend Chapter 43 of the Town Code, § 13.10(B)(6), relating to "Nonresidential areas" within the Route 303 Overlay Zoning District, to permit repair and service facilities ancillary to an existing new car dealership within the Route 303 Overlay Zoning District on a separate nonresidential parcel also located within the Route 303 Zoning District, subject to conditions. As amended, § 13.10(B)(6) shall read as follows:

- (6) New and used automotive car dealerships; automotive repair and auto body shops; gasoline filling stations; outside commercial storage of five or more automobiles; buses, trucks, tractors, trailers, or other vehicles on any particular lot shall be prohibited. Notwithstanding the aforesaid, or any other provision of this Chapter 43 to the contrary, automobile service/repair facilities shall be permitted in any non-residential zoning district within the Route 303 Overlay Zoning District, subject to all required land use board approvals, provided that (i) any such service/repair facility is ancillary to an existing new car dealership located on any other parcel within the Overlay Zoning District; and (ii) all service/repair work takes place within a completely enclosed building.

*Section 3:* This local law shall take effect immediately upon filing with the Secretary of State

**TOWN BOARD**

**CONTINUE PUBLIC HEARING AT 8:10  
P.M./PROPOSED LOCAL LAW NO. \_\_\_\_ OF  
2016/AMENDING CHAPTER 43 OF THE  
TOWN CODE RELATING TO USE AND BULK  
FOR CHURCHES AND SCHOOLS**

(As per Resolution No. \_\_\_\_ on 9-13-2016 RTBM;  
Resolution No. 349 on 7/19/16 RTBM; and  
Resolution No. 332 on 6/14/16 RTBM)

4. **RESOLVED**, that the public hearing on a proposed local law, amending Chapter 43 of the Town Code relating to Use and Bulk for Churches and Schools, is hereby continued.

**CLOSE OR CONTINUE/PUBLIC HEARING/  
PROPOSED LOCAL LAW NO. \_\_\_\_ OF  
2016/AMENDING CHAPTER 43 OF THE  
TOWN CODE RELATING TO USE AND BULK  
FOR CHURCHES AND SCHOOLS**

5. **RESOLVED**, that the public hearing on a proposed local law, amending Chapter 43 of the Town Code relating to Use and Bulk for Churches and Schools, is hereby closed or continued.

**LEAD AGENCY/SEQRA/DECLARATION/CHA  
PTER 43, ARTICLE III AND XI OF THE  
CODE OF THE TOWN OF ORANGETOWN  
REGARDING  
TABLE OF GENERAL REGULATIONS**

6. **WHEREAS**, the Town Board has considered the adoption of a Local Law, amending Chapter 43, Article XI, § 11.2, of the Town Code regarding the definition of schools of religious instruction and Article III, Table of General Use and Bulk regulations regarding churches, houses of worship, schools of general instruction and schools of religious instruction; and

**WHEREAS**, on or about August 3, 2016, the Town Board circulated amongst various potential interested agencies notice of its intention to assume Lead Agency status for the purpose of the environmental review of the above referenced action; and

**WHEREAS**, being the only Involved Agency, the Town Board hereby assumes the role of Lead Agency for environmental review; and

**WHEREAS**, acting in its capacity as Lead Agency for environmental review, and after taking a "hard look" at all of the potential environmental impacts that might result from the proposed action, the Town Board has concluded that there will be no significant environmental impact or effect caused or occasioned by the proposed change in the zoning classification of the subject parcel,

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board hereby adopts the Negative Declaration annexed hereto, and authorizes the Town Supervisor or his designated agent to

execute the Environmental Assessment Form and to take such other and further steps as may be necessary to discharge the Town Board's responsibilities as Lead Agency.

**TOWN OF ORANGETOWN, ROCKLAND COUNTY**

**ZONING TEXT AMENDMENT**

**STATE ENVIRONMENTAL QUALITY REVIEW (SEQR)  
NEGATIVE DECLARATION  
NOTICE OF DETERMINATION OF NON-SIGNIFICANCE**

**DATE:** September \_\_\_\_, 2016

**LEAD AGENCY:** The Town Board of the Town of Orangetown  
Orangetown Town Hall  
26 Orangeburg Road  
Orangeburg NY 10962

This Notice is issued pursuant to Part 617 of the implementing regulations of Article 8 (SEQRA) of the Environmental Conservation Law.

The Lead Agency has determined that the proposed action described below will not have a significant effect on the environment.

**TITLE OF ACTION:**

Adoption of Local Law No. \_\_ of 2016 of the Town of Orangetown, amending Chapter 43 Article XI of the Town Zoning Code regarding the definition of schools of religious instruction and Article XI of the Town Zoning Code regarding the Table of General Use and Bulk regulations regarding churches, houses of worship, schools of general instruction and schools of religious instruction.

**SEQRA STATUS:**

Unlisted Action

**DESCRIPTION OF ACTION:**

The proposed action consists of providing for the definition of "Schools of religious instruction" in the definitions section of the Town Zoning Code, and providing for the addition and amendment to the Table of General Use and Bulk regulations regarding churches, houses of worship, schools of general instruction and schools of religious instruction.

**DETERMINATION:**

There will be no significant adverse environmental impact(s) as a result of the proposed action.

**REASONS SUPPORTING THIS DETERMINATION:**

The proposed action provides for the definition of a school of religious instruction and its insertion into the table of use and bulk regulations to be treated in a similar manner to schools of general instruction, as well as provide for certain bulk and parking regulations regarding schools, churches and houses of worship.

The proposed changes are being made to address certain shortcomings where either no bulk or parking requirements are provided for such uses, or to the extent same were provided, the Board determined it to be beneficial to change such requirements to be consistent with other areas of the code and neighboring municipalities where such regulations have been addressed.

In addition, both the Town Planning Board, pursuant to Town Code Chapter 43, § 10.5, and the County Planning Department, pursuant to General Municipal Law §§ 239 L & M, have reviewed the proposed law, and neither has concluded that the proposed action will have any significant adverse impact.

**POTENTIAL IMPACTS DETERMINED NOT TO BE SIGNIFICANT:**

Based on the Short Environmental Assessment Form, prepared by the Town's Director of the Office of Building, Zoning, Planning and Enforcement, and the Town Board's familiarity with the parcels and the area in which they are situated, the Town Board has concluded that there will be no significant environmental impacts by the adoption of the zoning change specifically relating to:

- Traffic;
  - Agricultural Land Resources
  - Historic and Archaeological Resources
  - Surface or Groundwater Quantity or Quality
  - Critical Environmental Areas
  - Energy
  - Public Health
  - Air Quality and Noise Levels
  - Human Health, or
  - Future Development of Adjacent and Nearby Lands
- 

In summary, after having taken a hard look at the potential environmental impacts associated with the proposed action, the Town Board concludes that such action will not result in a significant adverse environmental impact

**For Further Information, Contact:**

Town Supervisor Andrew Y. Stewart  
Town Hall, Town of Orangetown  
26 Orangeburg Road  
Orangeburg, New York 10962  
(845) 359-5100

**TOWN BOARD**

**ADOPT LOCAL LAW NO. \_\_\_\_\_ OF 2016,  
AMENDING CHAPTER 43, ARTICLE III AND  
XI OF THE CODE OF THE TOWN OF  
ORANGETOWN, REGARDING THE TABLE  
OF GENERAL REGULATIONS AND  
DEFINITIONS**

7. **WHEREAS**, the Town Board, in furtherance of its desire to provide for the protection and promotion of the public health, safety, morals, comfort, convenience, prosperity and other aspects of the general welfare of the Town has adopted, implemented, amended and provided for the enforcement of the Zoning Code of the Town of Orangetown, and,

**WHEREAS**, the Town Board, in its review of the Town Zoning Code insofar as it relates to churches and similar places of worship and schools of general instruction, recognizes the need for consistency in the implementation and enforcement of the Zoning Code in each zoning district within the Town for such uses, and

**WHEREAS**, the Town Board has determined, after consultation with all relevant Town departments that certain zoning districts did not adequately address concerns regarding parking considerations and issues related to the bulk requirements for said uses, and in certain instances failed to provide for such considerations, and

**WHEREAS**, the Town Board has determined that the Town Code does not specifically contain a definition for, or address the applicability of the code to schools of religious instruction, and providing for such a definition would clarify the applicability of the code to such a use, to be treated in a manner consistent with schools of general instruction, and

**WHEREAS**, the Town Board has determined that due to the intensity of such uses, particularly in residential districts, specific bulk requirements greater than those provided for residential uses and such bulk requirements should be consistent, proportionately, throughout each district,

**NOW, THEREFORE**, the following Local Law amending Chapter 43 of the Town Zoning Code is hereby adopted:

**A LOCAL LAW AMENDING**  
**CHAPTER 43**  
**ARTICLE III and ARTICLE XI OF THE CODE OF THE**  
**TOWN OF ORANGETOWN**  
**REGARDING Table of General Regulations and Definitions**

**BE IT ENACTED** by the Town Board of the Town of Orangetown, as follows:

Section 1. Chapter 43, Article XI §11.2 entitled "Definitions" of the Code of the Town of Orangetown is hereby amended by adding the following definition regarding schools so as to clarify the applicability of the zoning code. As amended, Additions are underlined, ~~Deletions are stricken~~. The said section of the Code is amended as follows:

**SCHOOL OF GENERAL INSTRUCTION**

Any public or nonpublic school ~~private nursery, elementary, junior high, high school or college~~ offering courses in general instruction ~~and accredited by the Board of Education of the State of New York, offering courses at least five days per week and seven months per year.~~

**SCHOOL OF RELIGIOUS INSTRUCTION**

Any public or private school offering courses in religious instruction at least five days per week and seven months per year.

Section 2. Chapter 43, Article III entitled Table of General Regulations of the Code of the Town of Orangetown is hereby amended by clarifying parking requirements, minimum lot area and minimum lot width for particular uses of Churches and similar places of worship, Schools of general instruction and schools of religious instruction. As amended, Additions are underlined, ~~Deletions are stricken~~. The said section of the Code is amended as follows:



**A) Chapter 43, Article III**

**§3.11 Use Table**

**i) District**

R-80

\*Column 2, **Uses Permitted by Right**

Item Number 6. Schools of general instruction, *schools of religious instruction*.

Column 6, **Minimum Required Off-Street Parking Spaces,**

Use

Item Number 3. Churches and similar places of worship, public buildings, libraries community and recreation buildings.

Column 6

Item 4. Schools of general instruction, *schools of religious instruction*, trade schools or other schools of special instruction.

**At least 1 Parking Space for Each** ~~300-square-feet of gross floor area or 12 students~~ 200 square feet of gross floor area but not less than 1 space for each 6 students where provided.

**ii) District**

CS

\*Column 2

Item Number 4. Schools of general instruction, *schools of religious instruction*.

Column 6 Minimum Required Off-Street Parking Spaces,

Item 11. Schools of general instruction, *schools of religious instruction*.

**At least 1 Parking Space for Each** 200 square feet of gross floor area but not less than 1 space for each 6 students where provided.

iii) **District**

CC

Column 6 Minimum Required Off-Street Parking Spaces,

Item 12. Trade schools and other schools of special instruction

**At least 1 Parking Space for Each** Same as CS.

B) **Chapter 43, Article III**

**§3.12 Table of General Bulk Regulations**

i) **District**

R-80

Group B

Column 3 For Uses Listed Below

3, and 4 and 6 in column 2 of Use Table

Column 5 Group B **Minimum Lot Area (See Note 16) (square feet/acreage):** None 5 acres

Column 6 **Minimum Lot Width:** None 400

ii) **District**

R-40

Column 5 Group F **Minimum Lot Area (See Note 16) (square feet/acreage):** None 5 acres

Column 6 Group F **Minimum Lot Width:** None 400

iii) **District**

R-22

Column 5, Group J **Minimum Lot Area (See Note 16) (square feet/acreage):** None 3 acres

Column 6, Group J **Minimum Lot Width:** None 250

iv) **District**

R-15

Column 2, Group M Single-family detached residences and uses in Group B

Group M1 Same as Group B

Column 4, **Maximum Floor Area Ratio** .20

Column 5, **Minimum Lot Area (See Note 16) (square feet/acreage):** 3 acres

Column 6, **Minimum Lot Width (feet)** 200

Column 7, **Minimum Street Frontage** (see Note 5) (feet): 150

Column 8, **Required Front Yard** (See Notes 6 and 7) (feet): 60

Column 9, **Required Side Yard** (See Note 2) (feet): 40

Column 10, **Total Side Yard** (feet): 80

Column 11, **Required Rear Yard** (See Note 2) (feet): 50

Column 12, **Maximum Building Height\*** (See Note 7): 1 foot

\*Maximum height in feet and inches per foot from lot line.

v) **District**

RG

Column 2, Group Q Single-family detached dwelling unit and ~~uses in Group B~~

Group Q1 Same as Group B

Column 4, **Maximum Floor Area Ratio** .20

Column 5, **Minimum Lot Area (See Note 16) (square feet/acreage):** 3 acres

Column 6, **Minimum Lot Width (feet):** 150

Column 7, **Minimum Street Frontage** (see Note 5) (feet): 100

Column 8, **Required Front Yard** (See Notes 6 and 7) (feet): 50

Column 9, **Required Side Yard** (See Note 2) (feet): 20

Column 10, **Total Side Yard** (feet): 60

Column 11, **Required Rear Yard** (See Note 2) (feet): 50

Column 12, **Maximum Building Height\*** (See Note 7): 1 foot

\*Maximum height in feet and inches per foot from lot line.

vi) **District**

CS

Column 2, Group FF All other uses allowed in CS District (See Notes 3 and 13) Except Group B

FF1 Same as Group B

Column 4, **Maximum Floor Area Ratio** .50

Column 5, **Minimum Lot Area (See Note 16) (square feet/acreage):** 1 acre

Column 6, **Minimum Lot Width (feet):** 100

Column 7, **Minimum Street Frontage** (see Note 5) (feet): 100

Column 8, **Required Front Yard** (See Notes 6 and 7) (feet): 50

Column 9, **Required Side Yard** (See Note 2) (feet): 20

Column 10, **Total Side Yard** (feet): 35

Column 11, **Required Rear Yard** (See Note 2) (feet): 50

Column 12, **Maximum Building Height\*** (See Note 7): 1 foot

\*Maximum height in feet and inches per foot from lot line.

vii) **District**

CC

Column 2, Group JJ All other uses allowed in CC District (See Notes 3 and 13) Except  
Group B

JJ1 Same as Group B

Column 4, **Maximum Floor Area Ratio** .30

Column 5, **Minimum Lot Area (See Note 16) (square feet/acreage):** 1 acre

Column 6, **Minimum Lot Width (feet):** 100

Column 7, **Minimum Street Frontage** (see Note 5) (feet): 100

Column 8, **Required Front Yard** (See Notes 6 and 7) (feet): 50

Column 9, **Required Side Yard** (See Note 2) (feet): 20

Column 10, **Total Side Yard** (feet): 35

Column 11, **Required Rear Yard** (See Note 2) (feet): 50

Column 12, **Maximum Building Height** (See Note 7): 1 foot

Section 3. Severability Clause: The invalidity of any word, section, clause, paragraph, sentence, part or provision of this local law shall not affect the validity of any other part of this local law that can be given effect without such invalid parts.

Section 4. This Local Law shall take effect immediately upon filing with the Secretary of State.

**TOWN BOARD**

**SET PUBLIC HEARING/CONTRACT  
BLAUVELT VOLUNTEER FIRE DEPARTMENT  
FOR 2017**

8. **RESOLVED**, that pursuant to Town Law Sect. 184, the Town Board will hold a Public Hearing on **October 4, 2016, at 8:00 P.M.**, to consider a Contract, with the Blauvelt Volunteer Fire Department, for 2017 fire protection services in and throughout the Blauvelt Fire Protection Fire District, within the Town.

**RESCIND RESOLUTION NO. 453, RTBM OF  
SEPTEMBER 13, 2016/AND SET NEW DATE  
FOR OCTOBER 18TH, 2016 AT 8:10  
P.M.FOR PUBLIC HEARING/PROPOSED  
LOCAL LAW AMENDING CHAPTER 43,  
ADDING ARTICLE XV, TO THE CODE OF  
THE TOWN OF ORANGETOWN REGARDING  
THE ESTABLISHMENT OF A LANDLORD  
REGISTRY**

9. **RESOLVED**, that upon the request of Councilman Diviny, and with the approval of the Town Board, rescind Town Board Resolution #453 of September 13, 2016 RTBM, and set new date for public hearing on **October 18th, 2016 AT 8:10 p.m.**, for proposed local law amending Chapter 43, adding Article XV, to the Code of the Town of Orangetown regarding the establishment of a Landlord Registry.

**LOCAL LAW NO. \_\_\_\_ OF 2016, AMENDING CHAPTER 43 OF  
THE TOWN CODE ("ZONING") TO ESTABLISH A LANDLORD  
RENTAL REGISTRY**

Be it enacted by the Town Board of the Town of Orangetown as follows:

Section 1: Chapter 43 of the Town Code of the Town of Orangetown shall be amended to add a new Article XV, which shall read as follows:

**CHAPTER 43, ZONING**

**ARTICLE XV: LANDLORD REGISTRY ACT**

**§ 15.1. Title.**

The Town Council of the Town of Orangetown determines that the Title of this local law shall be "Article XV: Landlord Registry Act".

**§ 15.2. Purpose and Scope.**

- A. The Purpose of this chapter is to establish a registry of all rental properties, as defined herein, in order to allow its police, building and code enforcement officials to identify and contact, as necessary, enabling the Town of Orangetown to identify persons responsible for the care, maintenance and management of such properties, which will to better enforce the various ensure the enforcement, of local, state and federal safety regulations in furtherance of the health, safety and welfare of all of the residents of the Town.
- B. The provisions of this chapter shall apply to all rental property located in the Town of Orangetown.

**§ 15.3. Definitions.**

For the purpose of this chapter, the following words and phrases shall have the meanings ascribed to them ~~by this sections:~~

## **BUILDING**

Any structure within the Town wholly or partially enclosed within exterior walls, or within exterior and party walls, and a roof, affording shelter to persons, animals or property.

~~Any improved real property located in the Town of Orangetown.~~

## **OWNER**

~~Any individual or individuals, partnership, corporation, or LLC, or other similar type entity of business organization or proprietary interest, and regardless of whether for profit or whether not-for-profit or otherwise, in whose name the title to the real property within the Town building is vested.~~

## **RENTAL PROPERTY**

~~Includes all buildings containing one or more residential dwelling units any one or more of which are rented, leased, let, or hired out or permitted to be occupied, whether for compensation or otherwise, by other than the record owner thereof. This definition includes buildings that are attached by one or more common walls to other dwellings. A rental property shall also include a building that contains a single one or more dwelling units and a separate commercial space, used for offices, retail or other commercial, nonresidential activity.~~

### **§ 15.4. Registration of ownership rental property.**

- A. Registration. Every owner of rental property as defined herein shall be required to register such property with the Town Clerk on such forms as prescribed within a period of thirty (30) days from the effective date of this article chapter. A new form shall be filed whenever there is a change of ownership ~~(and in the case of a corporation, partnership, LLC or other non-individual owner, whenever there is or other non-individual owner, a change in the majority interest in the owner entity),~~ of a rental property, and it shall be the responsibility of the new owner(s) to ~~file~~ see that such form is filed within a period thirty (30) days of from the taking of title to the property.
- B. Following the initial registration, an annual filing shall be made in and between January 1 and February 1 of each year, certifying that there has been no change in the status or ownership of the rental property or reflecting the nature of any change.
- C. Registry Fee. ~~On or after the effective date of this section, Every owner or prospective owner of rental property required to register , as defined in this chapter, who shall be~~



~~required to register said property with the Town Clerk shall pay an annual registration fee of \$50.00 per dwelling unit, payable to the Town of Orangetown, such the being the cost of maintaining the registry and conducting periodic inspections as may be required in furtherance of the purposes of this provided by Article Chapter. \_\_\_\_ of the Code of the Town of Orangetown.~~

**§ 15.5. Registry form and filing.**

~~The owner of each rental property that is subject to the provisions of this chapter shall file a registry form within thirty (30) days of the effective date of this chapter. Thereafter, an annual filing deadline shall be February 1 each year, commencing the second February 1 following the enactment of this chapter.~~

A. The Registry form shall require the following information:

- (1) The property address, the section, block and lot number of the property as stated on the Tax Map of the Town of Orangetown, and the number of residential dwelling units and commercial units in each property.
- (2) The owner(s) name, the owner(s) mailing address, street address and telephone numbers (facsimile and email included). Post Office Box numbers may be included, but the physical location at which the owner may be contacted shall be required.
- (3) The name and names, titles, addresses and telephone numbers of any responsible person(s) of the corporation, LLC, partnership or other ~~similar business~~ entity if the ownership is held other than in an individual or individuals' name, in a corporate capacity, partnership or limited liability form, including all shareholders of a corporation, all members of a LLC and all partners of a partnership.
- (4) The name, address and telephone numbers of a local responsible person over twenty one (21) years old, residing or doing business in Rockland County, who shall be responsible for the care and management of such property, who shall be authorized by said owner to accept legal process on behalf of the owner when the owner resides or has its principal place of business outside Rockland County.

- B. The form shall be signed by the owner and his or her designee and witnessed by a notary public and shall contain the following declaration: "I certify that all information contained in this statement is true and correct to the best of my knowledge and belief. I understand that the willful making of a false statement of material fact herein will subject me to the

provisions of law relevant to the making of false instruments and shall constitute a violation of this Article".

- C. It shall be the obligation of each owner to timely notify the Town Clerk whenever the information provided in the annual registry form has become outdated or for any reason is no longer accurate. It shall be the responsibility of each owner to recertify the aforementioned information annually.

**§ 15.6. Penalties for offenses.**

- A. No rental property, as defined herein, shall be occupied by any tenant without compliance with the provisions herein, and failure to comply shall constitute a violation of a certification of occupancy or other legal status permitting the use of the building.
- B. Any person committing an offense against any provision of this chapter shall be punishable as provided in Chapter Section 41A-1 of this Code, in addition to any civil penalties that may apply.

*Section 2:* Effective date. This local law shall take effect immediately upon filing with the Secretary of State.

**TOWN BOARD**

**STATE GRANT – NEW NY BRIDGE  
COMMUNITY BENEFITS FUND GRANT  
“Enhanced Public Safety and Emergency  
Incident Response”/AUTHORIZE THE  
TOWN SUPERVISOR TO ACT ON BEHALF  
OF THE TOWN/GRANT AMOUNT \$173,000**

- 10. WHEREAS,** New NY Bridge Project Community Benefit Fund (CBF) provides grants to eligible governmental entities and not-for-profit corporations located in Westchester and Rockland Counties; and

**WHEREAS,** the Town of Orangetown submitted an application to the CBF for the project known as “Enhanced Public Safety and Emergency Incident Response” in the amount of \$173,000 for the purchase of the following:

- two new police cars;
- two new variable message signs with radar;
- one mobile license plate reader;
- one traffic camera with fiber link at the Route 59/Route 9W interchange;
- two bicycle traffic counters;
- a bicycle traffic planning study; and

**WHEREAS,** pursuant to the CBF, the NY State Thruway Authority has decided to support the Town's efforts to improve road safety and enhance emergency response in the area of the New NY Bridge through the funding of various emergency/traffic safety equipment purchases and a traffic study (the “Project”) by paying (\$173,000) one hundred seventy-three thousand Dollars from the CBF to the Town as provided for herein (the “Authority Funds”); and

**NOW, THEREFORE, BE IT RESOLVED BY THE ORANGETOWN TOWN BOARD**

1. That the Town of Orangetown hereby and with gratitude accepts the grant of \$173,000 from the New NY Bridge Community Benefits Fund for the project known as “Enhanced Public Safety and Emergency Incident Response;” and
2. That the Town Supervisor is authorized to act in behalf of the Municipality's governing body in all matters related to the New NY Bridge Community Benefits Fund award. The representative is also authorized to make application, execute the Community Benefits Fund Contract, submit Project documentation, and otherwise act for the Municipality's governing body in all matters related to the Project and to Community Benefits Fund assistance; and
2. That this Resolution takes effect immediately.

**TOWN BOARD**

**NORTH MIDDLETOWN RD. SIDEWALK  
PROJECT / ASSUME LEAD AGENCY STATUS  
UNDER SEQRA, AND ADOPT NEGATIVE  
DECLARATION**

- 11. WHEREAS**, the Town has made application for, and been awarded, the sum of \$1,899,859.00 in Transportation Enhancement Program ("TEP") funds, on a 75% [TEP] / 25% [Town] matching basis, for the payment of the costs associated with the North Middletown Road Pedestrian Link Project, through which the Town will improve pedestrian safety along North Middletown Road by the installation of new sidewalks, center islands and other, related pedestrian safety features; and

**WHEREAS**, the acquisition and expenditure of such monies, and the construction of the proposed project in the manner contemplated, are actions subject to review under the New York State Environmental Quality Review Act ("SEQRA"); and

**WHEREAS**, on August 16, 2016, at a Regular Meeting of the Town Board, duly noticed and conducted in accordance with law, the Town Board by resolution No. 394 of 2016, made the preliminary determination that the proposed action is an Unlisted action subject to review under SEQRA, declared its intention to act as lead agency for purpose of coordinated environmental review, and directed that notice of its intention to so act be circulated amongst various potential involved and/or interested agencies; and

**WHEREAS**, more than 30-days have passed since the said circulation and no agency has objected to the Town Board assuming the role of lead agency,

**NOW, THEREFORE, BE IT RESOLVED**, that, pursuant to Sections 617.6(b) and (c) of the N.Y.C.R.R., (i) the Town Board hereby assumes the role of lead agency in connection with the environmental review of the proposed change of zone; and (ii) declares such action to be an "Unlisted action" under SEQRA for the purpose of such review; and

**BE IT FURTHER RESOLVED**, acting in its capacity as lead agency for environmental review, and having taken a "hard look" at all of the potential environmental impacts that might result from the proposed action, the Town Board has concluded that there will be no significant environmental impact or effect caused or occasioned by the funding and construction/implementation of the North Middletown Rd. Pedestrian Link sidewalk project, a project that will improve pedestrian safety along North Middletown Road and Central Avenue, in Pearl River, New York, and which is being funded on a matching basis as part of the Transportation Enhancement Program ("TEP"), with 75% of the funding therefor from the TEP and 25% matching funds from the Town of Orangetown.

**Therefore**, for the aforesaid reasons, and others as set forth, the Town Board adopts the Negative Declaration annexed hereto and authorizes the Town Supervisor or his designated agent

to endorse the Environmental Assessment Form and to take such other and further steps as may be necessary to discharge the Town Board's responsibilities as lead agency.

The aforesaid resolution was moved by \_\_\_\_\_, seconded by \_\_\_\_\_, and (adopted / rejected) by a vote of \_\_\_\_ Ayes \_\_\_\_ Nays and \_\_\_\_ Abstentions.

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**TOWN OF ORANGETOWN, ROCKLAND COUNTY  
ZONING TEXT AMENDMENT**

**STATE ENVIRONMENTAL QUALITY REVIEW (SEQR)  
NEGATIVE DECLARATION  
NOTICE OF DETERMINATION OF NON-SIGNIFICANCE**

**DATE:** September 20, 2016

**LEAD AGENCY:** The Town Board of the Town of Orangetown  
Orangetown Town Hall  
26 Orangeburg Road  
Orangeburg NY 10962

This Notice is issued pursuant to Part 617 of the implementing regulations of Article 8 (SEQRA) of the Environmental Conservation Law.

The Lead Agency has determined that the proposed action described below will not have a significant effect on the environment.

**TITLE OF ACTION:**

North Middletown Rd. Pedestrian Link / North Middletown Rd., Pearl River, New York, from Crooked Hill Rd. to E. Central Ave.

**SEQRA STATUS:**

Unlisted Action

**DESCRIPTION OF ACTION:**

The proposed action consists of the funding and construction/implementation of North Middletown Rd. Pedestrian Link sidewalk project, a project that will improve pedestrian safety along North Middletown Road and Central Avenue, in Pearl River, New York. The project is part of the Transportation Enhancement Program ("TEP"), with 75% of the funding therefor from the TEP and 25% matching funds from the Town of Orangetown.

More specifically, this federally funded local project involves the removal and replacement of deteriorated segments with the construction of new sidewalks to create a continuous network along North Middletown Rd. from Crooked Hill Road to East Central Ave. and along East Central Ave. from North Middletown Rd.

to William Street. Ramps will be evaluated and replaced if not ADA/PROWAG compliant. Pedestrian signals and crosswalks will be evaluated and enhanced as required across North Middletown Rd. and various side streets and plaza entrances. Landscaping and lighting will be installed, as warranted.

**DETERMINATION:**

There will be no significant adverse environmental impact(s) as a result of the proposed action.

**REASONS SUPPORTING THIS DETERMINATION:**

The proposed action will improve safety along a heavily travelled section of road, replacing deteriorated sections of sidewalk and creating a continuous network. The project will further include the installation of ramps, lighting and crosswalks, as needed, for among other reasons, ADA compliance.

**POTENTIAL IMPACTS DETERMINED NOT TO BE SIGNIFICANT:**

Based on the Short Environmental Assessment Form, prepared by the Town's Highway and Engineering Departments, and the Town Board's familiarity with the parcels and the area in which they are situated, all incorporated herein by reference, the Town Board has concluded that there will be no significant environmental impacts as a result of the proposed action specifically relating to:

- Traffic;
- Agricultural Land Resources
- Historic and Archaeological Resources
- Surface or Groundwater Quantity or Quality
- Critical Environmental Areas
- Energy
- Public Health
- Air Quality and Noise Levels
- Human Health, or
- Future Development of Adjacent and Nearby Lands

Indeed, for the reasons stated, the proposed action will have only positive impacts on the environment.

In summary, after having taken a hard look at the potential environmental impacts associated with the proposed action, the Town Board concludes that such action will not result in a significant adverse environmental impact

**For Further Information, Contact:**

Andrew Y. Stewart  
Town Supervisor  
Town of Orangetown  
26 Orangeburg Road  
Orangeburg, New York 10962  
(845)359-5100

**TOWN ATTORNEY**

**TAX CERTIORARI/PARADISE HARBOR  
CONDOMINIUM v. ORANGETOWN, TOWN  
OF, ET AL/TAX MAP DESIGNATION 75.55-  
1-1.4/51-1.4/417**

- 12. RESOLVED** that upon the recommendation of the Assessor, approve and authorize Dennis D. Michaels, Deputy Town Attorney, to sign the Consent Order & Judgment regarding the tax certiorari proceeding *Paradise Harbor Condominium v. Orangetown, Town of, et al.*, Tax Map designation 75.55-1-1.4/51-1.4/417, (Gair Street, Piermont) for the tax assessment year 2015, for a total refund by the County of \$6,861, a total refund by the Town of \$3,449 and a total refund by the **South Orangetown Central School District** of \$34,023. Interest on the Town's liability as a result of assessment decrease or refund is waived if payment is made within sixty (60) days after a copy of the order based upon the settlement is served on the Town (and Rockland County Finance Dept.).

**TAX CERTIORARI/STIPE REALTY  
CORP. v. ORANGETOWN, TOWN OF, ET AL/  
TAX MAP DESIGNATION 69.17-1-8**

- 13. RESOLVED**, that upon the recommendation of the Assessor, approve and authorize Dennis D. Michaels, Deputy Town Attorney, to sign Stipulation and Order and Judgment Reducing Assessments regarding the tax certiorari proceeding *Stipe Realty Corp. v. Orangetown, Town of, et al.*, Tax Map designation 69.17-1-8, (40 S. Middletown Road, PR) for the tax assessment years 2012 through 2016, for a total refund by the County of \$3,207, a total refund by the Town of \$6,746 and a total refund by the **Pearl River School District** of \$32,084. Interest on the Town's liability as a result of assessment decrease or refund is waived if payment is made within sixty (60) days after a copy of the order based upon the settlement is served on the Town (and Rockland County Finance Dept.).

**LEASE AGREEMENT W/GOOSETOWN  
COMMUNICATIONS, INC.  
OPD/AVTEC RADIO SYSTEM**

- 14. RESOLVED**, that the Town Board hereby authorizes the Supervisor to execute a SIXTY (60) MONTH lease, on behalf of the Town, as proposed and written, with GOOSETOWN COMMUNICATIONS, INC. for the installation, maintenance and furnishing of Avtec Radio System equipment consisting of a console, cpu, work stations, etc., for a sum of THREE THOUSAND TWO HUNDRED FIFTY AND 00/100 (\$3,250.00) DOLLARS per month.

**POLICE DEPARTMENT**

**APPOINT TERRENCE J. AMBROSE/POLICE  
OFFICER – RESIDENT OF THE TOWN OF  
ORANGETOWN/EFFECTIVE SEPTEMBER  
28, 2016/POLICE DEPT**

- 15. RESOLVED**, that upon the recommendation of the Chief of Police, appoint Terrence J. Ambrose from Rockland County Civil Service List # 12100/61-134, to position of "Police Officer/Resident of the Town of Orangetown/Permanent effective September 28, 2016, at a salary consistent with the labor agreement between the Town of Orangetown and Orangetown PBA."

**APPOINT RYAN S. EIRAND/POLICE  
OFFICER – RESIDENT OF THE TOWN OF  
ORANGETOWN/EFFECTIVE SEPTEMBER  
28, 2016/POLICE DEPT**

- 16. RESOLVED**, that upon the recommendation of the Chief of Police, appoint Ryan S. Eirand from Rockland County Civil Service List # 12100/61-134, to position of "Police Officer/Resident of the Town of Orangetown/Permanent effective September 28, 2016, at a salary consistent with the labor agreement between the Town of Orangetown and Orangetown PBA."

**NOMINATE ALEXANDROS C. TSIRONIS  
(PROVISIONAL) TO COMPLETE NEXT  
PHASE OF CIVIL SERVICE TESTING  
PROCESS FOR INFORMATION SERVICES  
AND RECORDS MANAGEMENT SPECIALIST  
(POLICE DEPT)**

- 17. RESOLVED**, that upon the recommendation of the Chief of Police, nominate provisional employee Alexandros C. Tsironis from Rockland County Civil Service list #16051 to complete the next phase of civil service testing process needed to receive a permanent appointment to the title of "Information Services and Records Management Specialist (Police Department). Mr. Tsironis's salary will continue to be consistent with the provisions of the labor agreement between the Town of Orangetown and Orangetown CSEA.

**PERSONNEL**

**AUTHORIZE SUPERVISOR TO SIGN  
CONTRACT/NYACK HOSPITAL (EMPLOYEE  
ASSISTANCE PROGRAM)/OCTOBER 1,  
2016 THRU SEPT 30, 2017**

- 18.** Authorize the Supervisor to sign the annual contract with Nyack Hospital EAP (Employee Assistance Program) beginning October 1, 2016, and ending September 30, 2017, at a cost of \$10,920.00.



**PARKS AND RECREATION/HIGHWAY DEPARTMENTS**

**APPROVE/AID/BLAUVELT LIONS  
CLUB/APPLEFEST 2016/2 PORT-O-JOHN  
UNITS (1 REG/1 ADA COMPLIANT),**

19. **RESOLVED**, upon completion of all necessary paperwork, the Superintendent of Parks and Recreation has forwarded for approval by the Town Board, the rental of 2 port-o-john units (1 Regular, 1 ADA Compliant); and authorize the Highway Department to lend assistance which includes the use of garbage cans and recycling kiosks for the Blauvelt Lions 13<sup>th</sup> Annual APPLEFEST in Piermont on Sunday, September 25, 2016, from 6:00 A.M. to 6:00 P.M..

**AID/PEARL RIVER LIONS CLUB/ANNUAL  
FLEA MARKET & CRAFT FAIR/OCTOBER 15,  
2016/USE OF GARBAGE PAILS, ROLL-OFF  
DUMPSTER, AND 4 PORT-O-JOHN'S UNITS  
(3 REG/1 ADA COMPLIANT)**

20. **RESOLVED**, that the Town Board hereby authorizes the Town of Orangetown Highway and Parks Departments to lend assistance which includes the use of garbage pails and a roll off dumpster from the Highway Department and 4 port-o-john units (3 Regular and 1 ADA Compliant) from the Parks Department for the Annual Flea Market & Craft Fair on Saturday, October 15, 2016, from 9 am to 5 pm.

**POLICE AND HIGHWAY DEPARTMENTS**

**APPROVE AID/TEAM KJ  
DUATHLON/OCTOBER 9, 2016/USE OF  
BARRICADES, CONES, BARRELS/POLICE  
PRESENCE/**

21. **RESOLVED**, that the Town Board hereby authorizes the Town of Orangetown Highway and Police Departments to lend assistance which includes the use of barricades, cones, and barrels from the Highway Department and police presence from the Police Department for the TEAM KJ DUATHLON, on Sunday, October 9<sup>th</sup>, 2016, from 7 am to 12 pm.

**HIGHWAY DEPARTMENT**

**AUTHORIZE BROOKER ENGINEERING TO  
PERFORM CHERRY BROOK FLOOD  
MITIGATION SURVEY AND FLOOD  
CONTROL DESIGN SERVICES (EAST  
CENTRAL AVENUE TO GEORGE STREET,  
PEARL RIVER)**

22. **RESOLVED**, that upon the recommendation of the Superintendent of Highways, Brooker Engineering is hereby authorized to perform Cherry Brook Flood Mitigation survey and flood control design services (from East Central Avenue to George Avenue, Pearl River) in an amount not to exceed \$12,500.

**AWARD BID/YONKERS PAVING  
CONCEPTS/PRE-FORMED IMPRINTED  
THERMOPLASTIC DECORATIVE HIGHWAY  
TRAFFIC PAVEMENT  
SURFACING/HIGHWAY DEPT**

23. **RESOLVED**, upon the recommendation of the Superintendent of Highways, the purchase of Pre-Formed Imprinted Thermoplastic Decorative Highway Traffic Pavement Surfacing and installation services is hereby awarded to Yonkers Paving Concepts, the only qualified bidder, in the amount of \$24.45 per square foot, not to exceed 5,000 square feet.

**AWARD BID/YONKERS PAVING  
CONCEPTS/STAMPED ASPHALT AND  
COLORED SURFACE TREATMENT  
APPLICATION AND INSTALLATION  
SERVICES**

24. **RESOLVED**, upon the recommendation of the Superintendent of Highways, the purchase of Stamped Asphalt and Colored Surface Treatment Application and Installation services in the amount of \$15.25 per square foot, not to exceed 5,000 square feet and the purchase of Colored Surface Treatment Application and Installation services in the amount of \$5.04 per square foot, not to exceed 2,000 square feet is hereby awarded to Yonkers Paving Concepts, the only qualified bidder.

**IT DEPARTMENT**

**APPROVE/SURPLUS EQUIPMENT/ IT**

25. **RESOLVED**, upon the recommendation of Director of Automated Services, declare the following surplus equipment available for auction:

<b>Make/Model</b>	<b>Qty</b>
Yealink T-22	6
Yealink T-26	2
Yealink T-28	39

**NEW BUSINESS:**

**TOWN BOARD**

**APPROVAL OF SALARIES FOR ELECTED  
OFFICIALS (TOWN BOARD MEMBERS, TWO  
JUDGES, TOWN CLERK, RECEIVER OF  
TAXES, TOWN SUPERVISOR AND  
HIGHWAY SUPERINTENDENT**

26. **WHEREAS**, the duties and responsibilities of elected office requires substantial time and skill; and

**WHEREAS**, the salaries of the Town's elected officials have not increased since the "great recession", are well below the salaries of their peers in neighboring towns, and the Town budget has consistently been under the NYS Tax Levy Cap for the last 5 years; and

**WHEREAS**, contractual employees have seen a steady growth in compensation; and

**WHEREAS**, it is in the overall public interest to attract and retain outstanding elected leaders,

**NOW, THEREFORE, BE IT RESOLVED** that the Town Board directs the Supervisor to include salary increases for all elected officials in the Notice of Public Hearing on the 2017 budget, to take place on November 1<sup>st</sup>, 2016, including \$4000 for part time elected officials (four Town Council members and two Judges), and \$5000 for full time elected officials (Town Clerk, Receiver of Taxes, Town Supervisor, and \$6,500 for the Highway Superintendent).

**NEW BUSINESS, CONTINUED,**

**HIGHWAY DEPARTMENT**

**AUTHORIZE JIM DEAN/SIGN AN  
AGREEMENT EXTENSION/LOCHNER  
ENGINEERING/CONSTRUCTION  
INSPECTION SERVICES/ROUTE 340  
SIDEWALK PROJECT**

27. **RESOLVED**, the Town Board hereby authorizes James J. Dean, Superintendent of Highways, to sign an Agreement Extension with Lochner Engineering for Construction Inspection Services on the Route 340 Sidewalk Project in the amount of \$116,000.00.

**PARKS AND RECREATION**

**AID/NYACK CHAMBER OF  
COMMERCE/HALLOWEEN PARADE/USE OF  
SHOWMOBILE/OCTOBER 29, 2016**

28. **RESOLVED**, that upon completion of all necessary paperwork, the Superintendent of Parks and Recreation has forwarded for approval by the Town Board, Use of the Showmobile by the Nyack Chamber of Commerce for their HALLOWEEN PARADE on Saturday, October 29, 2016 at a rental cost of \$400.00 with the organization providing a certificate of insurance listing the Town of Orangetown as additionally insured.

**AUDIT**

**PAY VOUCHERS**

**RESOLVED**, upon the recommendation of the Finance Director, Jeff Bencik, the Finance Office is hereby authorized to pay vouchers for the General Fund, Town Outside Village, Blue Hill, Broadacres, Highway, Sewer, Capital Projects, Risk Retention, and Special Parking Funds for a total amount of **\$1,629,205.90.**

***Adjournments at \_\_\_\_\_ in memory of:***

- Veronica Blaine, Blauvelt,  
Member of Senior Citizens Committee
- Thomas H. Hutchinson, Pearl River  
U.S. Navy Veteran
- Reverend Jim Johnson, former Pastor of the  
Tappan Reformed Church, Tappan
- Helen Joan McLaughlin, New City/family from Blauvelt
- Michael (Mike) Rotundo, Piermont

WARRANT

Warrant Reference	Warrant #	Amount
Approved for payment in the amount of		
	092116	\$ 225,281.49 Utilities and Other
	092616	\$ 209,727.10 Applied Golf and CSEA
	092716	\$ 1,194,197.31
Total		\$ 1,629,205.90

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

APPROVAL FOR PAYMENT

AUDITING BOARD	
Councilman Gerald Bottari	Councilman Paul Valentine
Councilman Thomas Diviny	Councilman Denis Troy
Supervisor Andrew Stewart	

41 10.

**AGREEMENT BY and AMONG THE NEW YORK STATE THRUWAY AUTHORITY and  
THE TOWN OF ORANGETOWN**

**THIS AGREEMENT** (the "Agreement") is made and entered into as of the date of the signature by the New York State Comptroller's Office, as set forth below and being the following \_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("Effective Date") by and among the Town of Orangetown ("Town") having an address for the conduct of business located at 26 Orangeburg Road, Orangeburg, NY 10962 and the New York State Thruway Authority ("Authority") created pursuant to Title 9 of the Public Authorities Law, having an address for the conduct of business located 200 Southern Boulevard, Albany, NY 12209.

**WITNESSETH:**

**WHEREAS**, pursuant to Resolution No. 5935, adopted at Meeting No. 695 on December 17, 2012, authorizing the execution of the Design-Build Contract by its Board, the Authority has allocated funds for the New NY Bridge Project Community Benefit Fund to provide grants to eligible governmental entities and not-for-profit corporations located in Westchester and Rockland Counties; and

**WHEREAS**, for the benefit of the New York State Thruway Authority ("NYSTA") as owner pursuant to Contract D214134 ("DB Contract"), Tappan Zee Constructors ("TZC") is designing and constructing a replacement for the Tappan Zee Bridge (the "New NY Bridge Project"); and

**WHEREAS**, pursuant to the DB Contract, the Authority has created a Ten Million (\$10,000,000.00) Dollar Community Benefit Program Fund (the "CBF") which is to be used to help pay to address the effects of the construction of the New NY Bridge Project, which CBF is subject to (i) certain contractual obligations between TZC and the NYSTA, and (ii) certain procedures that have been established by the NYSTA relating to the Community Benefits Program; and

**WHEREAS**, pursuant to the CBF, the Authority has decided to support the Town's efforts to improve road safety and enhance emergency response in the area of the New NY Bridge through the funding of various emergency/traffic safety equipment purchases and a traffic study (the "Project") by paying (\$173,000) one hundred seventy-three thousand Dollars from the CBF to the Town as provided for herein (the "Authority Funds"); and

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Authority and the Town; hereby agree as follows:

1. Agreement Term: This Agreement shall commence on the date identified above and shall terminate on March 5, 2018. Notwithstanding the term of this Agreement, funds expended by the Town in connection with the Project from the period of August 23, 2016 until the Effective Date ("Pre-Agreement Costs") are eligible to be paid from Authority Funds provided that Pre-Agreement Costs are expended in all accordance with

all other terms and conditions of this Agreement. Pre-Agreement Costs shall be made by the Town at the sole risk of the Town and the Authority shall not in any manner be held liable for reimbursement of these Pre-Agreement Costs in the event that this Agreement is not approved by the New York State Comptroller's Office or that Pre-Agreement Costs are not expended in a manner that are consistent with all of the terms and conditions of this Agreement. However, no payments from the Authority Funds to the Town shall be made after March 5, 2018.

2. Agreement Amount: On or after the Effective Date, the Authority agrees to make available, subject to disbursement provisions set forth in Paragraph 4, to the Town; a sum not to exceed \$173,000. The Authority makes no representation or warranty of any kind that the Authority Funds will be sufficient to pay for all costs and expenses incurred by the completion of the Project or which may be due by the Town if the Authority Funds are not sufficient to pay for all costs and expenses relating to the Project. Such costs and expenses shall include, but not be limited to, all internal and external costs and expenses, including, but not limited to, consultant, contractor, subcontractor fees, costs and expenses. If the actual cost of completing the Project exceeds the Authority Funds, then the Town shall be solely responsible for and agrees to fund and pay any additional moneys which may be required to complete the Project and pay any additional moneys due under any agreement or contract executed to plan, design, construct, maintain, or otherwise implement the Project. Neither the Authority nor TZC shall have any obligation whatsoever to increase the amount of the Authority Funds beyond the \$173,000 provided herein. In the event that the cost to complete the Project is less than the amount of the Authority Funds, then any unused portion of the Authority Funds shall be repaid to the Authority by the Town. No payments from the Authority Funds to the Town shall be made after March 5, 2018.
3. Project Description and Budget:
  - a. The CBF Application submitted by the Town is hereby made part of this Agreement and attached hereto as "Schedule A". The Town agrees to spend the Grant money pursuant to the Project description and budget contained in Schedule A.
  - b. Should it be determined by the Authority that additional information, documentation or other details regarding the Project description or budget is required, the Authority reserves the right to request from the Town such information. The Town shall cooperate and provide the requested information within a timely manner.
  - c. Substantive changes, or altering the budget, scope, intent or basic elements of the Project shall not be made by the Town without the prior written approval of the Authority.
4. Disbursement Provisions:



- a. At such time as the Town determines that a disbursement is to be made from the Authority Funds the Town shall provide written notice to the Authority of such determination and setting forth the amount of the disbursement that it is requesting be paid (each a "Disbursement Request"). Together with each Disbursement Request, the Town shall provide to the Authority all of the following:
- (i). A written certification executed by a duly authorized officer of the Town accompanied by such receipts and documents verifying expenditures as may be required by the Authority. Reimbursement request certifications shall include a statement by the Town that the requested funds do not duplicate reimbursements for costs and services received from other sources or prior disbursements from the Authority Funds.
  - (ii). Copies of supporting invoices and requests for payments received by the Town prior to the date of the Disbursement Request, which have not therefore been provided to the Authority, including invoices from the Contractor, subcontractors, consultants, laborers and/or material suppliers. These invoices shall total or exceed the amount of the Town's submitted payment Disbursement Requests for the work/activity undertaken with regard to the Project, and shall be dated on or after the date of this Agreement in order to substantiate a Disbursement Request.
  - (iii). Such other documentation, information, receipts, and/or verifications as the Authority may reasonably require.
- b. No more than three Disbursement Requests will be accepted. The final Disbursement Request, which in no case will be for less than 20% of the Authority Funds set forth in paragraph 2 of this Agreement, will be processed for payment only after inspection of the completed Project by the Authority. The Authority shall have no liability whatsoever for its inspection and approval of the Project.
- c. In no event will the Authority process any Disbursement Requests which would cause the aggregate disbursements for the Project to exceed the Authority Funds set forth in paragraph 2 of this Agreement.
- d. The Town shall keep accurate and separate accounting records of all receipts and disbursements of all funds attributed to this Agreement, and shall produce upon request of the Authority such records for examination. Records must be maintained so that they can be provided for examination at any time during the conduct of the Project and for a period of six (6) years following its completion.

- e. The Town acknowledges and agrees that payments for invoices submitted by the Town will only be rendered electronically unless payment by paper check is expressly authorized by the Authority, in its sole discretion, due to extenuating circumstances. The Town shall comply with the Authority's procedures to authorize electronic payments. Authorization forms are available at the Authority's website at <http://www.thruway.ny.gov/business/purchasing/epayments/index.html>, by email at [suppliermgmt@thruway.ny.gov](mailto:suppliermgmt@thruway.ny.gov), or by telephone at (518) 436-2859. The Town acknowledges that it will not receive payment on any invoices submitted under this Agreement if it does not comply with the Authority's electronic payment procedures, except where the Authority has expressly authorized payment by paper check as set forth above.

5. Representations, Warranties and Covenants:

The Town represents, warrants and covenants that:

- a. The Town hereby acknowledges that the Authority has relied upon the statements and representations made by the Town in its CBF Application attached hereto as Schedule A in making the Authority Funds available to Town. The Town hereby represents and warrants that it has made no material misstatement or omission of fact in Schedule A or otherwise in connection with this Agreement and that the information contained in Schedule A continues on the date hereof to be materially correct. In the event of any inconsistency between the conditions and terms of this Agreement and those contained in Schedule A, the provisions of this Agreement shall govern unless otherwise mutually agreed upon in writing by the parties.
- b. The Authority Funds shall be used solely for eligible expenses and no materials purchased with Authority Funds will be used for any purpose other than the Project.
- c. Authority Funds shall not be used for the following purposes:
  - i. Political activities, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for a candidate to promote the passage, defeat or repeal of any proposed or enacted legislation; and
  - ii. Religious worship or instruction as part of, or in connection with, the performance of this Agreement.
- d. Municipal Resolutions

The Town resolution attests that the Town's legislative body has approved the Project, authorized sufficient funding to first-instance the full amount of the grant, and authorized the appropriate signatory to execute the Agreement. The

Town will authorize Project spending either in their budgets or separate resolutions.

6. Independent Contractor: The Town is and shall be, in all respects, an independent contractor in performing any services pursuant to this Agreement. In accordance with its status as an independent contractor, the Town covenants and agrees that neither it nor its agents and/or employees will hold itself or themselves out as or claim to be an officer or employee of the Authority and that neither the Town nor its agents and employees shall make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Authority, including, but not limited to Workers' Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement System membership or credit.
7. Construction Requirements:
  - a. Purchases. The procurement of all goods and services for the Project shall conform to the requirements of the General Municipal Law. Except as otherwise expressly provided by an act of the legislature or by a local law adopted prior to September first, nineteen hundred fifty-three, all purchase contracts involving an expenditure of more than twenty thousand dollars (\$20,000) shall be awarded to the lowest responsible bidder furnishing the required security after advertisement for sealed bids in the manner provided in section 103 of the General Municipal Law. Contracts for construction in excess of thirty-five thousand dollars (\$35,000) shall be awarded after competitive bidding in accordance with the provisions of the General Municipal Law.
  - b. The Authority is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("M/WBE Regulations") for agreements with a value in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing. These requirements are set forth in Appendix B. All of the Town's procurements for the Project shall conform to the requirements of Appendix B of this Agreement.
  - c. The Town shall be responsible for assuring that the Project is designed and constructed in conformance with the Uniform Federal Accessibility Standards (UFAS-Appendix A to 41 CFR part 101-19.6), Americans with Disabilities Act standards regulations contained in 28 CFR part 35 or 28 CFR part 36, the Americans with Disabilities Act Accessibility Guidelines (ADAAG-Appendix A to 28 CFR part 36 CFR part 1191, appendices B and D) and the New York State Uniform Fire Prevention and Building Code (Parts 1220 to 1228 of Article 13 of Title 19 of the NYCRR). Where there are discrepancies among these three sets of standards with regard to a particular design/construction requirement, the standard one providing the greatest degree of accommodation for the individuals with disabilities shall apply.

8. Inspections: Failure by the Town to allow reasonable and timely access to the Authority's representatives to inspect the Project may result in the forfeiture and require repayment by the Town of awarded Authority Funds.
9. Approvals: In the event that the performance of the Project requires the issuance of any permits, approvals, or consents by any federal, state, or local governmental entity, agency or regulatory body, including but not limited to the U.S. Army Corps of Engineers, the New York State Department of Environmental Conservation, or the New York State Office of Parks, Recreation and Historic Preservation, the Town shall obtain such permit, approval, or consent at the Town's sole cost and expense, all of which shall be obtained prior to the commencement of the performance of any of the work on the Project or the procurement of any materials relating to the Project. The Town agrees that, and shall be solely responsible to ensure that, the conduct of the Project and all work related thereto shall at all times be conducted in a fashion so as to conform to all applicable laws, rules, regulations, ordinances, codes and requirements.
10. Soft Costs: Project administration costs by the Town shall not exceed 10% of the Project amount set forth in Paragraph 2. Operational costs of governmental entities and not-for-profit corporations shall not be funded by CBP grant awards.
11. Default and Remedies:
  - a. Each of the following shall constitute default by the Town under the terms of this Agreement:
    - i. Failure to perform or observe any obligation or covenant of the Town contained herein to the reasonable satisfaction of the Authority;
    - ii. Failure to comply with any request for information reasonably made by the Authority for the purpose of determining compliance by the Town with the terms of this Agreement or otherwise reasonably requested by the Authority in connection with the Authority Funds;
    - iii. The making of any false statement or the omission of any material fact by the Town in or in connection with the Agreement or the Authority Funds.
  - b. Upon the serving of notice to the Town of the occurrence of a default (which notice shall specify the nature of the default), the Authority shall have the right to terminate this Agreement, provided that if the default is pursuant to Paragraph 11(a)(i) or 11(a)(ii), no default shall be deemed to have occurred if the Town cures such default within seven (7) days of notice from the Authority, or if the default cannot be reasonably cured within such seven day period, the Town commences to cure such default within such seven day period and completely cures the default within ninety (90) days thereafter, provided

further that the Authority shall not be obligated to make any disbursements during any such cure period.

12. **Abandonment:** The Town shall complete the Project as set forth in this Agreement, and failure to render satisfactory progress or to complete the Project to the satisfaction of the Authority may be deemed an abandonment of the Project and cause the suspension or termination of any obligation of the Authority. In the event the Town should be deemed to have abandoned the Project for any reason or cause other than a national emergency or an Act of God, all monies paid to the Town by the Authority and not expended in accordance with this Agreement shall be repaid to the Authority by the Town on demand.
13. **Termination:** This Agreement may be terminated at any time upon mutual written consent of the Authority and the Town. The Authority may terminate this Agreement immediately, upon written notice of termination to the Town, if the Town fails to comply with the terms and conditions of this Agreement and/or with any laws, rules, regulations, policies or procedures affecting this Agreement.
14. **Liability:** The Town shall be responsible for all damage to life and property due to negligent or otherwise tortious acts, errors or omissions of the Town and/or any of its officers, directors, staff, agents, employees, contractors, subcontractors, assigns, successors, invitees and licensees in connection with this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.
15. **Indemnification and Defense:**
  - a. To the fullest extent permitted by law, the Town shall indemnify and save harmless, without limitation, the Authority and the State of New York ("State"), and their respective officers, directors, board members, staff, agents, employees, successors and assigns ("Authority Indemnitees" and "State Indemnitees") as their interests may appear, from all claims, suits, actions, damages, liabilities, forfeitures, demands, losses, judgements, and costs of every kind and nature, and every name and description, arising out of the performance or non-performance by the Town and/or any of its officers, directors, agents, employees, contractors, subcontractors, assigns, successors, invitees and licensees of the work or services provided for in connection with this Agreement ("Claims").
  - b. The Town shall, at its own expense, defend the Indemnitees in any action or proceeding involving any Claims that may be brought against the Authority Indemnitees or the State Indemnitees or both of them. This obligation to defend shall include all attorneys' fees, disbursements, costs, and any other expenses incurred in connection with such Claims. The Authority shall give the

Town: (a) prompt written notice of any action, claim or suit for which the Town is required to defend and indemnify the Authority; (b) the opportunity to take over, settle, or defend such action, claim or suit at the Town's sole expense; and (c) assistance in the defense of any such action, Claim, or suit at the expense of the Town. Notwithstanding the foregoing, if the Town defends the Indemnities, or defends either the Authority Indemnitees or the State Indemnitees, the Authority reserves the right to join such action, at its sole expense, if it determines there is an issue of significant interest to it, and the State reserves the right to join such action, at its sole expense, if the State determines there is an issue involving a significant public interest.

- c. The Authority may retain from any amount due to the Town such monies as may be necessary to satisfy any Claim recovered against the Authority Indemnitees. The Town's obligation under this section: (a) shall not be deemed waived by the Authority's failure to retain the whole or part of any monies due to the Town, nor by such Claims not being resolved prior to the release of such monies. Further, the Town obligations under this Section shall not be limited or discharged by the enumeration in this Agreement, or procurement, of any insurance.
  - d. The Town's indemnification and defense obligations under this Section shall include any and all Claims that may arise from any products and services provided, or to be provided, under this Agreement by the Town's agents, employees, and subcontractors, and by another party furnishing products and services under this Agreement.
  - e. The provisions of this Section shall survive the expiration or termination of this Agreement.
16. Insurance: The following insurance documents for the Town must be on file with the Authority prior to the commencement of the Project:
- a. Commercial General Liability – submitted on an ACORD 25/Thruway Authority – Canal Corporation Supplemental insurance certificate set, with no less than the following limits and coverages:
    - Each Occurrence Limit: \$1,000,000
    - General Aggregate: \$2,000,000

The Authority shall be included as an Additional Insured, using ISO Additional Insured Endorsement CG 20 10 11 85 or its equivalent, under the CGL. The Commercial General Liability insurance shall apply as primary insurance with respect to any other insurance or self-insurance program afforded to or maintained by the Authority.

- b. Workers' Compensation – as required by New York State Worker's Compensation and Disability Benefits Law. Evidence of Workers' Compensation coverage must be provided on one of the following forms specified by the Commissioner of the Workers' Compensation Board:
- (1) C-105.2 – Certificate of Workers' Compensation Insurance.
  - (2) U-26.3 – Certificate of Workers' Compensation Insurance from the State Insurance Fund.
  - (3) GSI-105/SI-12 – Certificate of Workers' Compensation Self Insurance
- c. Disability Benefits – as required by New York State Worker's Compensation and Disability Benefits Law. Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Commissioner of the Workers' Compensation Board:
- (1) DB-120.1 – Certificate of Insurance Coverage under the NYS Disability Benefits Law.
  - (2) DB-155 – Certificate of Disability Self Insurance.
  - (3) CE-200 – Certificate of Attestation of Exemption.
17. Notices: Any notice, demand, consent, approval, direction, agreement or other communication (any "Notice") required or permitted hereunder shall be in writing and shall be validly given if sent by a nationally recognized overnight courier services, delivered personally by reputable courier that obtains receipts, or mailed by United States mail, certified or registered mail, return receipt requested, adequate postage prepaid, addressed as follows to the person entitled to receive the same:

New York State Thruway Authority  
 The New NY Bridge Project  
 303 South Broadway, Suite 413  
 Tarrytown, New York 10591  
 Attn: Project Director

**With copy to:**  
 New York State Thruway Authority  
 200 Southern Boulevard  
 Albany, New York 12209  
 Attn: General Counsel's Office

Town of Orangetown  
 26 Orangeburg Road  
 Orangeburg, NY 10962  
 Attn: Supervisor Andy Stewart

18. **Ethics:** During the term of this Agreement, the Town shall not engage any person who is, or has been at any time, in the employ of the Authority or New York State to perform services under this Agreement in violation of: the provisions of the Public Officers Law, ("POL"); the rules, regulations, opinions, guidelines or policies promulgated or issued by other laws applicable to the service of current or former Authority or New York State employees, and/or the New York State Joint Commission on Public Ethics ("JCOPE") the rules, regulations, opinions, guidelines or policies promulgated or issued by the New York Commission on Public Integrity and any other laws applicable to the service of current or former Authority or New York State employees ("Other Laws," and, together with POL and JCOPE, collectively, the "Ethics Provisions"). The Town certifies that all of its employees who are former employees of the Authority or New York State and who are assigned to perform services under this Agreement shall be assigned in accordance with all Ethics Provisions. Further, during the term of this Agreement, no person who is employed by the Town and who is disqualified from providing services under this Agreement pursuant to any Ethics Provision may share in any net revenues the Town derives from this Agreement.

The Town shall identify and provide the Authority with notice of those Town employees who are former employees of the Authority or New York State and will be assigned to perform services under this Agreement. The Authority may request that the Town provide it with whatever information the Authority deems appropriate about each such person's engagement, work cooperatively with the Authority to solicit advice from JCOPE and, if deemed appropriate by the Authority, instruct any such person to seek the opinion of JCOPE. The Authority shall have the right to cancel or terminate this Agreement at any time if any work performed under this Agreement is in conflict with any Ethics Provision.

19. **Severability Clause:** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be effected, but shall remain binding and effective as against all parties hereto.
20. **New York State Finance Law §§ 139-j and 139-k Certification:** By execution of this Agreement, the Town certifies that it shall require all subcontractors hired to perform work on the Project to submit all information required by New York State Finance Law §§ 139-j and 139-k and make such information available to the Authority upon demand therefor.
21. **Confidentiality and Non-Disclosure:**
- a. "Confidential Information" means any information not generally known to the public, whether oral or written, that the Authority claims is confidential and discloses to the Town pursuant to this Agreement. Confidential Information may include, but is not limited to, operational and infrastructure information relating to: bid documents, plans,



drawings, specifications, reports, product information and data; business and security processes and procedures; personnel and organizational data, and financial statements; information system IP addresses, passwords, security controls, architectures and designs; and such other data, information and images that the Authority deems confidential. The Authority will identify written Confidential Information by marking it with the word "Confidential" and will identify oral Confidential Information as confidential at the time of disclosure to the Town.

b. Confidential Information does not include information which, at the time of the Authority disclosure to the Town: (a) is already in the public domain or becomes publicly known through no act of the Town; (b) is already known by the Town free of any confidentiality obligations; (c) is information that the Authority has approved in writing for disclosure; or (d) is required to be disclosed by the Town of such disclosure requirement and an opportunity to defend prior to any such disclosure.

c. The Town may use Confidential Information solely for the purposes of implementing the Project pursuant to this Agreement. The Town shall not make copies of any written Confidential Information without the express written permission of the Authority. The Town may share Confidential Information with third parties that agree to the confidentiality provisions of this Agreement and are necessary for the Project; however, the Town shall share only that Confidential Information that is necessary to the third party's development of its contribution to the Project. The Authority's disclosure of Confidential Information to the Town shall not convey to the Town any right to or interest in such Confidential Information and the Authority shall retain all right and title to such Confidential Information at all times.

d. The Town shall hold Confidential Information confidential to the maximum extent permitted by law. The Town shall safeguard Confidential Information with at least the same level of care and security, using all reasonable and necessary security measures, devices and procedures that the Town uses to maintain its own confidential information.

22. Exemption from Sales and Compensating Use Taxes: The Authority is exempt from the payment of all sales and compensating use taxes otherwise imposed by New York State and municipalities located therein. The Authority will not pay the Town sales and compensating use taxes related to the Project.

23. Iran Divestment Act – Section 2879-c of the NYS Public Authorities Law

a. As used in this Section, "person" has the meaning set forth in paragraph (e) of subdivision 1 of Section 165-a of the State Finance Law.

b. By execution of the agreement, the Town will certify each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of

perjury, that to the best of its knowledge and belief, that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.

24. **Suspension, Abandonment and Termination:** The Authority shall have the right, in its sole discretion, to postpone, suspend, abandon or terminate this Agreement at any time and for any reason, and such action shall in no event be deemed a breach of contract. This includes the Authority's right to terminate this Agreement in the event the Authority finds that the certification made by the Town in accordance with New York State Finance Law §§ 139-j and 139-k was intentionally false or intentionally incomplete. This also includes the Authority's right to terminate this Agreement at any time in the event the Authority finds that the Town is non-responsible or has failed to accurately disclose vendor responsibility information.

In the event the Authority exercises its right to postpone, suspend, abandon or terminate this Agreement, the Authority will fix the value of the work performed as of such postponement, suspension, abandonment or cancellation date, as verified by audit, and compensate the Town accordingly. Upon such a postponement, suspension, abandonment or termination, the Town must within ten (10) days deliver to the Authority all records, documents and data pertaining to services rendered under this Agreement.

25. **General Responsibility Obligations:** The Town shall at all times during the term of this Agreement remain responsible. The Town agrees if requested by the Authority 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.
26. **Standard Contract Clauses and Appendices Incorporated by Reference:** The Town agrees to comply with all of the terms and conditions set forth in Appendix A and B, which are attached hereto and expressly made a part of this Agreement as if set forth fully herein.

Appendix A - Standard Clauses for Thruway Authority Agreements

Appendix B - Participation by Minority Group Members and Women With Respect to State Contracts: Requirements and Procedures

27. The persons executing this Agreement on behalf of the parties to this Agreement hereby represent that they are properly authorized to execute this Agreement on behalf of the party for whom they are signing.

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IN WITNESS WHEREOF, the parties hereto executed this Agreement on the date first above written:

NEW YORK STATE  
THRUWAY AUTHORITY

Town of Orangetown

By \_\_\_\_\_  
Executive Director

By \_\_\_\_\_  
Name/Title

EID# \_\_\_\_\_

Recommended By

Approved to Form

By \_\_\_\_\_  
Project Director, New NY Bridge Project

By \_\_\_\_\_  
General Counsel  
New York State Thruway Authority

NEW YORK STATE

Approved as to Form:

Approved:

\_\_\_\_\_  
Attorney General  
New York State

\_\_\_\_\_  
Thomas P. DiNapoli  
New York State Comptroller

CERTIFICATION FOR DUPLICATES – D\_\_\_\_\_

In addition to the acceptance of this Agreement, the Authority certifies that original or original duplicates of this signature page will be attached to all original or original duplicates of this Agreement.

STATE OF NEW YORK )

:ss.:

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

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

STATE OF NEW YORK )

:ss.:

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 201\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as the \_\_\_\_\_ of the NEW YORK STATE Thruway Authority, and that by his signature on the instrument, the individual, acting for and on behalf of the NEW YORK STATE Thruway Authority, executed the instrument.

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

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## APPENDIX A

### Standard Clauses For New York State Thruway Authority And New York State Canal Corporation Procurement Contracts

The parties to the attached contract, license, lease, amendment or other agreement of any kind ("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 and its agents, successors and assigns, other than the Thruway Authority ("Authority") or Canal Corporation ("Corporation"), whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **NON-ASSIGNMENT CLAUSE.** This contract may not be assigned by the Contractor nor may its right, title or interest therein be assigned, transferred, conveyed, subcontracted, sublet or otherwise disposed of without the previous consent, in writing, of the Authority/Corporation and any attempts to assign the contract without the Authority's/Corporation's written consent are null and void.
2. **COMPTROLLER APPROVAL.** Unless otherwise provided by resolution of the Authority or Corporation Board, if this contract involves the expenditure of funds for goods or services in excess of \$50,000, or the expenditure of funds for any other purpose in excess of \$15,000, or if, by this contract, the Authority/Corporation agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, this contract shall not be valid, effective or binding upon the Authority/Corporation until it has been approved by the State Comptroller and filed in his office.
3. **WORKERS' COMPENSATION AND DISABILITY BENEFITS.** 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 State Workers' Compensation Law. If employees will be working on, near or over navigable waters, a U.S. Longshore and Harbor Workers' Compensation Act endorsement must be included.
4. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the State 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, military status, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with State Labor Law §220-e, 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 State Labor Law §230, then, in accordance with §239 thereof, the 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. The Contractor is subject to fines of \$50 per person per day for any violation of State Labor Law §§220-e or 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**5. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the State Labor Law or a building service contract covered by Article 9 thereof, neither the 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 State Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the 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 State Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the New York State 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 New York State Labor Law shall be a condition precedent to payment by the Authority/Corporation of any Authority/Corporation approved sums due and owing for work done on the project.

**6. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with State Public Authorities Law §2878, if this contract was awarded based upon the submission of bids, the Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further warrants that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the Authority/Corporation a non-collusive bidding certification on the Contractor's behalf.

**7. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with State Labor Law §220-f, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of this 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. §§2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of the 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 Authority/Corporation within five (5) business days of such conviction, determination or disposition of appeal.

**8. SET-OFF RIGHTS.** The Authority/Corporation shall have rights of set-off. These rights shall include, but not be limited to, the Authority's/Corporation'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 by the Contractor to the Authority/Corporation with regard to this contract, or any other contract with the Authority/Corporation, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the Authority/Corporation for any other reason including, without limitation, monetary penalties, adjustments, fees, or claims for damages by the Authority/Corporation and third parties in connection therewith.

**9. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively, "Records") for a period of six (6) years (or any other longer period required by law) following final payment or the termination of this contract, whichever is later, and any extensions thereto. The Authority/Corporation, State Comptroller, State Attorney General and any other person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Contractor within New York State, or, if no such office is available, at a mutually agreeable and reasonable venue within the State, during the contract term, any extensions thereof and said six (6) year period thereafter, for purposes of inspection, auditing and copying. As used in this clause, "termination of this contract" shall mean the later of completion of the work of the contract or the end date of the term stated in the contract. The Authority/Corporation will take

reasonable steps to protect from public disclosure those Records which are exempt from disclosure under State Public Officers Law §87 ("Statute") provided that: (i) the Contractor shall timely inform an appropriate Authority/Corporation official, in writing, that said records should not be disclosed; (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 Authority's/Corporation's right to discovery in any pending or future litigation.

**10. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to the Authority/Corporation must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

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 State Tax Law §5. Disclosure of this information by the seller or lessor to the Authority/Corporation 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 State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

The above personal information is maintained at the New York State Thruway Authority/Canal Corporation, Department of Finance and Accounts, P.O. Box 189, Albany, New York 12201.

**11. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with State Executive Law §312, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000, whereby the Authority/Corporation 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 Authority/Corporation; or (ii) a written agreement in excess of \$100,000 whereby the Authority/Corporation 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 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, or major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this contract 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, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Authority/Corporation 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. As used in this clause, "affirmative action" shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, lay-off or termination, and rates of pay or other forms of compensation.

(b) At the request of the Authority/Corporation, 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.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that in the performance of this 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.

The Contractor shall include the provisions of (a), (b) and (c) above in every subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon except where such 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 Authority/Corporation will consider compliance by a Contractor or its subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The Authority/Corporation 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 Authority/Corporation may waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall 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 thereto.

12. **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.

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

14. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to the Contractor for late payment shall be governed by State Public Authorities Law §2880 and 21 NYCRR Part 109.

15. **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.

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

17. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165 (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 Authority/Corporation.

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 State Finance Law §165. Any such use must meet with the approval of the Authority/Corporation; 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 Authority/Corporation.

**18. 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 State Finance Law §165), and shall permit independent monitoring of compliance with such principles.

**19. 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  
30 South Pearl Street – 7th Floor  
Albany, NY 12245  
Phone: (518) 292-5220  
Fax: (518) 292-5884  
<http://www.esd.ny.gov>

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

NYS Department of Economic Development Minority and Women's Business Development Division  
30 South Pearl Street – 2nd Floor  
Albany, NY 12245  
Phone: (518) 292-5250  
Fax: (518) 292-5803  
<http://www.esd.ny.gov>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, the Contractor certifies 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 Authority/Corporation;

(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 NYS 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 Authority/Corporation upon request; and

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

**20. 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 (Chapters 684 and 383, respectively) require that they be denied contracts which they would otherwise obtain. Contact the Department of Economic Development, Division for Small Business, 30 South Pearl Street, Albany, New York 12245, for a current list of jurisdictions subject to this provision.

**21. NON-PUBLIC PERSONAL INFORMATION.** The 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). In addition to any relief or damages that may be imposed pursuant to the provisions of this Act, the Contractor shall be liable for the costs imposed upon the Authority which are associated with breach of the Act if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of the Contractor's agents, officers, employees or subcontractors.

**22. OBSERVANCE OF LAWS.** The Contractor agrees to observe all applicable Federal, State and local laws and regulations, and to procure all necessary licenses and permits.

**23. NO WAIVER OF PROVISIONS.** The Authority's/Corporation's failure to exercise or delay in exercising any right or remedy under this contract shall not constitute a waiver of such right or remedy or any other right or remedy set forth therein. No waiver by the Authority/Corporation of any right or remedy under this contract shall be effective unless made in a writing duly executed by an authorized officer of the Authority/Corporation, and such waiver shall be limited to the specific instance so written and shall not constitute a waiver of such right or remedy in the future or of any other right or remedy under this contract.

**24. ENTIRE AGREEMENT.** This contract, together with this Appendix A and any other appendices, attachments, schedules or exhibits, constitutes the entire understanding between the parties and there are no other oral or extrinsic understandings of any kind between the parties. This contract may not be changed or modified in any manner except by a subsequent writing, duly executed by the parties thereto.

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## **APPENDIX B**

### **PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES FOR NEW NY BRIDGE PROJECT COMMUNITY BENEFIT FUND AGREEMENTS WITH THE NEW YORK STATE THRUWAY AUTHORITY**

#### **I. General Provisions**

- A. The New York State Thruway Authority ("AUTHORITY") is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("M/WBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Grantee to the subject Community Benefit Fund ("CBF") Agreement (the "Grantee" and the "Agreement," respectively) agrees, in addition to any other nondiscrimination provision of the Agreement and at no additional cost to the AUTHORITY, to fully comply and cooperate with the AUTHORITY in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("M/WBEs"). The Grantee's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or remedies as allowed by the Agreement.\

#### **II. Agreement Goals**

- A. For all of Grantee's procurements being funded by the Agreement, the AUTHORITY hereby establishes an overall goal for Minority and Women-Owned Business Enterprises ("M/WBE") participation, based on the availability of qualified MBEs and WBEs, which is equal to 30% of the Authority Funds under this Agreement.
- B. For purposes of providing meaningful participation by M/WBEs on the Agreement and achieving the M/WBE Agreement Goals established in Section II-

A hereof, the Grantee should reference the directory of New York State Certified M/WBEs found at the following internet address: <https://ny.newnycontracts.com>.

The Grantee is also encouraged to contact the AUTHORITY to discuss additional methods of maximizing participation by M/WBEs on the Agreement. The contact information for this purpose is as follows:

Tracey Mitchell  
Diversity Compliance Manager – New NY Bridge Project  
303 Broadway – Suite 413  
Tarrytown, New York 10591  
(914) 524-5482  
[Tracey.Mitchell@newnybridge.com](mailto:Tracey.Mitchell@newnybridge.com).

Lawrence H. Norville  
Chief Compliance Officer  
NYS Thruway Authority  
200 Southern Blvd  
Albany, NY 12209  
(518) 471-5830  
[Larry.Norville@thruway.ny.gov](mailto:Larry.Norville@thruway.ny.gov)

- C. Where M/WBE Agreement Goals have been established herein, pursuant to 5 NYCRR §142.8, the Grantee must document “good faith efforts” to provide meaningful participation by M/WBEs as subcontractors or suppliers in the performance of the Grantee’s procurements. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Grantee acknowledges that if it is found to have willfully and intentionally failed to comply with the M/WBE participation goals set forth in the Agreement and this Appendix B, such a finding constitutes a breach of contract and the Grantee shall be liable to the AUTHORITY for liquidated or other appropriate damages, as set forth herein.

### **III. M/WBE and EEO**

- A. The Grantee agrees to be bound by the provisions of Article 15-A - M/WBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the “Division”). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. The Grantee shall comply with the following provisions of Article 15-A:
- (i) Grantee and Grantee’s contractors and subcontractors performing work in connection with this Agreement and the Authority Funding Agreement (“Grantee’s Contractors”) shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded

equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation. The Grantee shall submit its M/WBE AND EEO POLICY STATEMENT to the AUTHORITY within seventy two (72) hours after the date of the notice by AUTHORITY to award the grant of Authority Funds to the Grantee. Furthermore, the Grantee shall provide Grantee's Contractor's M/WBE and EEO POLICY STATEMENTS to the Authority within seventy two (72) hours after the Grantee providing a Grantee's Contractor with notice of an award of contract.

- (ii) The Grantee shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The Grantee and Grantee's Contractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

**IV. TA-1022– Proposed Utilization Plan for ALL Subcontractors/Suppliers  
AAPHC89 – D/M/WBE Utilization Worksheet – Part 1**

- A. The Grantee's Contractors must submit to the Grantee, to be forwarded to the AUTHORITY, a M/WBE Utilization Plan and a signed, AAPHC89 – D/M/WBE Utilization Worksheet – Part 1 as evidence thereof through the New York State Contract System ("NYSCS"), however, the AUTHORITY may arrange for such evidence to be provided via a non-electronic method to the AUTHORITY, either prior to, or at the time of, the Grantee's first Disbursement Request as defined Section 4 of the Agreement.
- B. The Grantee agrees to use such M/WBE Utilization Plan for the performance of M/WBEs in connection with this Agreement and the Authority Funding pursuant to the prescribed M/WBE goals set forth in Section III-A of this Appendix B.
- C. The Grantee further agrees that a failure to submit and/or use such M/WBE Utilization Plan shall constitute a material breach of the terms of the Agreement. Upon the occurrence of such a material breach, the AUTHORITY shall be entitled to any remedy provided herein, including but not limited to, a finding the Grantee to be non-responsiveness.

## **V. TA-1077 – Contractor/Consultant M/WBE Waiver Request**

- A. If the Grantee, after making good faith efforts, is unable to comply with M/WBE goals, the Grantee may submit a M/WBE Waiver Request documenting good faith efforts (GFE) by the Grantee to meet such goals. A waiver request shall be provided to the contact information set forth in Section II.B. of this Appendix B. If the documentation included with the waiver request is complete, the AUTHORITY shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- B. If the AUTHORITY, upon review of the M/WBE Utilization Plan determines that the Grantee is failing or refusing to comply with the M/WBE Agreement Goals and no waiver has been issued in regards to such non-compliance, the AUTHORITY may issue a notice of deficiency to the Grantee. The Grantee must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of M/WBE Agreement Goals.

## **VI. Grantee Compliance Report**

The Grantee is required to submit all compliance reports by the 15<sup>th</sup> day of the following month documenting the progress made towards achievement of the M/WBE goals of the Agreement.

## **VII. Liquidated Damages - M/WBE Participation**

- A. Where the AUTHORITY determines that the Grantee is not in compliance with the requirements of the Agreement and the Grantee refuses to comply with such requirements, or if the Grantee is found to have willfully and intentionally failed to comply with the M/WBE participation goals, the Grantee shall be obligated to pay to the AUTHORITY liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:

All sums identified for payment to M/WBEs had the Grantee achieved the obligated M/WBE goals; and all sums actually paid to M/WBEs for work performed or materials supplied under the Agreement and any Grantee's contracts with Grantee's Contractors.

- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the AUTHORITY, the Grantee shall pay such liquidated damages to the AUTHORITY within sixty (60) days after they are assessed by the AUTHORITY unless prior to the expiration of such sixtieth day, the Grantee has filed a

complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the AUTHORITY.

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL  
EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

**M/WBE AND EEO POLICY STATEMENT**

I, Town of Orangetown, the (grantee/awardee/contractor) grantee agree to adopt the following policies with respect to the project being developed or services rendered at the Town of Orangetown.

**M/WBE**

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. The Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

**EEO**

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and 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.

(b) This organization shall state in all solicitation 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.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized 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 this organization's obligations herein.

(d) The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_

By \_\_\_\_\_

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

\_\_\_\_\_ is designated as the Minority Business Enterprise  
Liaison



**SCHEDULE A**



58 NORTH HARRISON AVENUE · CONGERS, NY 10920  
(845) 268-7500 · 1-888-466-7386  
FAX (845) 268-5345

### Managed Services Communications Equipment Agreement

This Rental Agreement ("Agreement") is made as of \_\_\_\_\_ ("Effective Date") between:

Goosetown Enterprises, Inc. d/b/a Goosetown Communications, ("Goosetown"), whose principal place of business is 58 North Harrison Avenue, Congers, New York 10920 and

Town of Orangetown Police Department, (Customer) whose principal location is 26 Orangeburg Road, Orangeburg, NY 10962.

Model and Serial Numbers to be provided upon installation.

4	Scout	AVTEC Scout Four Position Dispatch Console addition. Including: CPU, Media Work Stations, desktop microphone, 2 speakers per position, 19" touch screen monitor, integration to existing Scout Console System & radio resources, MDC, IRR, programming, set up and interface to existing radio system. Does not include any construction.	\$ 3,250.00

All equipment associated will remain the property of Goosetown during the term of this agreement. There is no purchase option implied or provided. The rental rate is THREE THOUSAND TWO HUNDRED FIFTY AND 00/100 (\$3,250.00) per month for a term total of 60 months, commencing on the first day of the month following the date of installation of the equipment.

Goosetown will install the equipment within ONE HUNDRED TWENTY (120) days after the date of this agreement.

Goosetown shall not be liable for delays in delivery due to causes beyond its reasonable control including acts of God, acts of the lessee, war, fire, strikes, or delays in transportation.

Customer agrees to pay a total rental fee of ONE HUNDRED NINETY FIVE THOUSAND AND 00/100 (\$195,000.00) DOLLARS. Payments will be made semi-annually, upon billing by Goosetown Enterprises, Inc. d/b/a Goosetown Communications for each monthly period for the term of the agreement. All payments are due whether or not said equipment is in use, unless due to technical failure or complete failure of the equipment.

#14

If any rental payment is not received for a period of SIXTY (60) days or more after becoming due, Customer shall be considered in default of this lease agreement. Goosetown will provide written notice of such default to the Town of Orangetown, Attn: Supervisor, 26 Orangeburg Rd, Orangeburg, New York 10962, and may take possession of all equipment without within one (1) week after such written notice. All equipment listed in the agreement must be maintained and repaired by Goosetown or a repair station designated, in writing, by Goosetown. Customer will be responsible, at the end of the agreement, to return all rental equipment (determined by serial number) to Goosetown office.

Agreed to this day                      of SEPTEMBER, 2016

BY: \_\_\_\_\_

Name

Goosetown Enterprises, Inc. d/b/a

Goosetown Communications

BY: \_\_\_\_\_

Name:

Company: Orangetown Police Department

#14

## Communications Equipment Service Agreement

Goosetown Enterprises, Inc. d/b/a Goosetown Communications ("Goosetown") agrees to furnish PREVENTIVE MAINTENANCE and PLATINUM PLUS SERVICE as described in the following pages, on the following equipment:

Quantity	Model Number	Description
4	Scout	AVTEC Scout Four Position Dispatch Console addition. Including: CPU, Media Work Stations, desktop microphone, 2 speakers per position, 19" touch screen monitor, integration to existing Scout Console System & radio resources, MDC, IRR, programming, set up and interface to existing radio system.

Normal working hours: 8:30 A.M. to 5:00 P.M. Monday through Friday (excluding holidays) for mobiles and portables and 24x7 coverage on all base, console equipment and repeater equipment.

### Special Provisions:

This Service Agreement begins in conjunction with the Lease Agreement between Goosetown and Customer dated this the \_\_\_\_ day of \_\_\_\_\_, 2016.

Goosetown and Customer agree to all the provisions on the face and attached two (2) pages.

Agreed to this \_\_\_\_ day of \_\_\_\_\_ 2016

By:

Goosetown Enterprises, Inc. d/b/a  
Goosetown Communications

Town of Orangetown Police Department

\_\_\_\_\_  
Name: David Gottlieb

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

\_\_\_\_\_  
Executive Vice President

Title

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

#14

## **Provisions of Service Contract**

### **1. Preventive Maintenance:**

Goosetown will, in accordance with its standard practice, annually inspect Customer's communications equipment listed on page one of this contract, and make such repairs, adjustments, and replacements of components as may be necessary to maintain the equipment in normal operating condition. These inspections will include transmitter measurements consisting of frequency measurements, deviation measurement, and power output measurements as required by the Federal Communications Commission.

### **2. Platinum Plus Service:**

a) Console system base station: A technician will be dispatched, within one hour, to perform emergency service as may be required to restore the base station to normal operation. This service will be provided at any time, as often as required, without additional charge. Additionally, all components are covered for damages arising out of any acts of God, but limited to severe physical abuse. A loaner will be provided, at no additional cost, in the event the equipment cannot be promptly returned to service. Failures resulting from severe physical abuse will be billed to the Lessee on a time and materials basis, as determined by Goosetown's current price list.

### **3. Additional Services:**

Upon the request of Customer and at rates in effect at the time of performance, Goosetown will:

- a) Install additional communications equipment;
- b) Arrange for service of towers, tower lights, antennas and transmission lines;
- c) Repair and restore to normal operating condition any communication equipment not listed on page one of this agreement, but forming a part of the customer's communication system.

### **4. Goosetown's Responsibility:**

Goosetown warrants that all services performed on the equipment shall be of the kind and quality necessary to assure performance of such equipment in accordance with the published specifications.

It is specifically agreed that Goosetown shall not be liable to Customer for:

- a) Any damages incurred by Customer as a result of any interruption in the operation of its communication system or of any failure of said system or any part thereof, unless said failure is a direct result of Goosetown's gross negligence. In no event shall Customer or any employee, or Customer's customer make any claim against Goosetown Communications, Inc. for indirect or consequential damages, unless said damages are a result of Goosetown's gross negligence. It is further agreed that Goosetown has no responsibilities with respect to the installation, service maintenance of motor generators, batteries, or other devices required or used for furnishing power to the communications equipment, nor with respect to effects upon transmission or reception produced by or emanating from such power supplies, nor for wiring, fusing or termination of any 110 volt AC or DC circuits unless otherwise agreed in writing by Goosetown. Goosetown further shall not be responsible for modifying or making additions to the communication system of Customer possible as a result of progress in the technical art unless requested and paid for by Customer as provided.





**5. Revision of Rates:**

The rates set forth in this agreement are effective for a period of five years from the date the contract is signed. Adjustments may only be made, if in writing and by mutual consent of both Lessee and Lessor.

**6. Additional Equipment:**

If at any time Customer and Goosetown desire to include any additional communication equipment within the scope of this Agreement, they may do so by mutual agreement provided that such equipment is added at rates in effect at time of performance. Additionally customer may upgrade current hardware without penalty provided said upgrade is added at rates and terms in effect at the time of performance.

**7. Term:**

The Term of this service agreement shall begin upon the completion of the installation of equipment listed on page one (1) of this agreement unless otherwise specified under Special Provisions. The term of this service agreement shall continue for five years.

**8. Ownership:**

All equipment installed by Goosetown Enterprises, Inc. or its agents shall at all times remain property of Goosetown with the exception of the existing AVTEC console equipment purchased from Hello Alert. It is further agreed to and understood that Goosetown and its designee shall be the only parties authorized to work on equipment listed in this agreement. \_\_\_\_\_Initial

\_\_\_\_\_  
David Gottlieb      VP  
Goosetown Enterprises Inc. d\l\b\l a  
Goosetown Communications

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Company: Town of Orangetown Police

Dated \_\_\_\_\_



**PROFESSIONAL SERVICES CONTRACT**  
**(EMPLOYEE ASSISTANCE PROGRAM)**

THIS AGREEMENT, made and executed as of this 1st day of October 2016 between Nyack Hospital (the "Hospital") a non-profit acute care hospital located at 160 N. Midland Avenue, Nyack, NY 10960 and the Town of Orangetown (the "Company").

**WITNESSETH**

WHEREAS, the Hospital provides Employee Assistance Programs to outside Employers; and

WHEREAS, the Company is in need of such programs for its employees; and

WHEREAS, it is the desire of the Hospital and the Company to agree on the terms pursuant to which Hospital will provide such Services to Company;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Hospital and the Company agree as follows:

## 1. SERVICES

The Hospital shall provide the following services:

- A) Annual All employee Orientation Meetings to promote the program.
- B) Annual Supervisory Training sessions to inform and educate managers to the Employee Assistance Program's Supervisory Referral process.
- C) All promotional materials including, but not limited to, Employee Assistance Program posters, brochures, paycheck stuffers, employee promotional letter and other promotional correspondence.
- D) Professional assessment, consultation and referral services as necessary to troubled employees and/or their families.
- E) Quarterly reports to designated individuals to include utilization rates and other non-identifying demographic information.
- F) Monthly reports to designated individuals of all employees referred by Supervisors for poor job performance (Supervisory Referrals) indicating whether the employee is or is not in treatment. No further details will be provided unless the employee in treatment signs an appropriate release.

Other services not covered herein must be separately negotiated by the parties.

## 2. TERM OF AGREEMENT AND TERMINATION

This Agreement shall commence as of the 1st day of October 2016 and shall continue in full force and effect for a period of one year(s). Said term shall automatically be extended for successive one (1) year periods thereafter unless terminated by either party hereto as permitted by the terms of this Agreement. Either party may terminate this Agreement by giving not less than thirty (30) days prior written notice of the

intention to terminate this Agreement, unless the parties mutually consent to a shorter notice period or as otherwise set forth herein.

### **3. COMPENSATION FOR SERVICES**

Company shall pay Hospital for Services rendered in accordance with the fee schedule attached hereto as Exhibit A, and incorporated herein by reference.

### **4. GENERAL PROVISIONS**

- A. **Indemnity.** Company and Hospital agree to indemnify, defend and hold harmless the other party, including, as applicable, its shareholders, officers, directors, employees and agents, from and against any and all liabilities, losses, damages, claims, causes of action and expenses (~~including reasonable attorney's fees~~), whenever arising or incurred, that are caused or asserted to have been caused, directly or indirectly, by or as a result of the acts or omissions of that party, its officers, directors, employees and/or agents and/or such party's breach of this Agreement. The indemnification provided under this paragraph shall supplement and not supersede or replace any protection or rights that may be afforded to either party under any insurance policies maintained by the parties that provide coverage for an act that may serve as a basis for a claim of indemnification hereunder.
- B. **Compliance with Law.** The Hospital and the Company shall each comply with all applicable federal, state and local laws, regulations and policies with respect to the performance of this agreement, including, but not limited to, rights relative to confidentiality, privacy, quality of care rendered, consumer protection and the like.
- C. **Governing Law.** This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of New York applied without giving effect to any conflict-of-laws principles.

- D. **Modifications.** This instrument contains the entire agreement of the parties and supersedes any and all prior agreements between the parties, written or oral, with respect to the transactions contemplated hereby. The Agreement may not be changed or terminated orally but may only be changed by a written agreement signed by the parties against whom enforcement of any waiver, change, modification, extension, discharge, or termination is sought.
- E. **Notices.** Any notice required or permitted hereunder or any agreement or document executed and delivered in connection with this Agreement shall be deemed to have been served properly if hand delivered to an authorized representative or recipient or mailed by certified or registered United States mail or by overnight express, postage or charges prepaid, or by facsimile if such facsimile transmission permits confirmation to the addresses or facsimile numbers listed below, and properly addressed to the respective party to whom such notices relate at the following address:

IF TO COMPANY:

Town of Orangetown  
Orangetown Town Hall  
26 Orangeburg Road  
Orangeburg, NY 10962  
Attention: Donna Morrison, Human Resources Coordinator

IF TO HOSPITAL:

Nyack Hospital  
Employee Assistance Program  
One Blue Hill Plaza — 6<sup>th</sup> floor  
Suite 1608  
Pearl River, NY 10965  
Attn: Susan Mazzarella, LCSW, CEAP  
Director, Employee Assistance Program

- F. Confidential and Proprietary Information.** It is expressly understood that the systems, methods, procedures, policies, manuals, other written materials and controls, developed or employed by Hospital and Company in the performance of this Agreement are proprietary in nature, shall remain the property of the Hospital or Company and shall not, at any time, be utilized, distributed, copied, or otherwise employed or acquired by the other party except during the term of this Agreement, unless prior written approval is obtained from the party owning the information. *This provision shall survive the termination of this Agreement.*
- G. Non Discrimination.** Both parties to this Agreement shall comply with all applicable federal, state, and local laws and regulations, in that no person shall, on the grounds of race, color, creed, religion, sexual orientation, national origin, age, sex, marital status, blindness, source of payment or sponsorship, or disability, be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination under any program, service, employment relationship, or activity offered by either party.
- H. Assignment and Binding Effect.** Neither party shall have the right to assign or delegate its obligations hereunder without the prior written consent of the other party. Notwithstanding, the foregoing, all covenants, conditions, and obligations contained herein shall be binding upon, and shall inure to the benefit of permitted successors and assigns of Company and Hospital.
- I. NYCRR400.4** Notwithstanding any other provision in this Agreement, each party remains responsible for ensuring that any service provided by it pursuant to this Agreement complies with all pertinent provisions of Federal, State and local statutes, rules and regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the  
date and year first written above.

Nyack Hospital

Town of Orangetown

By \_\_\_\_\_  
Mark Geller, MD, President & CEO

By \_\_\_\_\_  
Andy Stewart, Town Supervisor

Date \_\_\_\_\_

Date \_\_\_\_\_



**TOWN OF ORANGETOWN:**

**EXHIBIT A**

**FEE SCHEDULE**

**EAP SERVICES FOR CONTRACT YEAR BEGINNING ON  
OCTOBER 1, 2016 AND ENDING ON SEPTEMBER 30, 2017**

**CONTRACT FEE..... \$10,920.00**

**(Fee for 260 Employees)**

**to be paid within 45 days of receipt of invoice**

#19

RECEIVED

SEP 14 2016

TOWN OF ORANGEBURG  
HIGHWAY DEPARTMENT



*Blauvelt Lions Club*

*PO Box 55*

*Blauvelt, NY 10913*

July 14, 2016

Highway Department

Route 303

Orangeburg, NY 10962

Dear Mr. Jim Dean,

The Blauvelt Lions Club is having its 13<sup>th</sup> Applefest in Piermont on Sunday, September 25, 2016. Our rain date is Sunday, October 2. This is our largest fundraiser of the year and the funds raised here help us make donations to help others in the community.

We are asking the Highway Dept. to provide garbage cans and recycle bins, to be delivered to Flywheel Park and be picked up after the event is over.

Please call me at 914-557-5681 or email [mikec2825@hotmail.com](mailto:mikec2825@hotmail.com), if you need further information.

Thank you very much for your consideration.

A handwritten signature in black ink, appearing to read "Mike Conklin".

Mike Conklin, President



*Blauvelt Lions Club*

*PO Box 55*

*Blauvelt, NY 10913*

*Received  
Sept. 16, 2016 #19*

July 14, 2016

Parks Department

Hunt Road

Orangeburg, NY 10962

Dear Mr. Aric Gorton,

The Blauvelt Lions Club is having its 13<sup>th</sup> Applefest in Piermont on Sunday, September 25, 2016. Our rain date is Sunday, October 2. This is our largest fundraiser of the year and the funds raised here help us make donations to help others in the community.

We are asking the Parks Dept. to provide two (2) port-o-sans, one regular and one handicapped, to be delivered to Flywheel Park and be picked up after the event is over.

Please call me at 914-557-5681 or email [mikec2825@hotmail.com](mailto:mikec2825@hotmail.com), if you need further information.

Thank you very much for your consideration.

Mike Conklin, President

*RECEIVED*

SEP 14 2016

PLANT OF ORANGE COUNTY  
HUNTSVILLE, ALABAMA

#20

RECEIVED

SEP - 5 2016

*San - Highway  
Parks/Rec*  
RECEIVED JUL 18 2016



TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

PEARL RIVER LIONS CLUB

Pearl River, New York 10965

*16-SP-44*

July 13, 2016

Town Board  
Town of Orangetown  
26 Orangeburg Road  
Orangeburg, New York 10962

Re: Annual Flea Market and Craft Fair

The Pearl River Lions Club would like to request the Town Board to approve the use of Town property for our event scheduled for Saturday, October 15, 2016 at the Central Avenue Field in Pearl River. We have already submitted a permit request to the Pearl River School District for use of the field.

**Town property to be used: 4 portable toilets, 8 large garbage pails, and one roll-off dumpster.**

Thank you very much for your consideration of this matter. I also wish to thank the Town Board for its assistance in the past years with this event. Having the facilities mentioned above available has made the event more successful for our fundraising efforts, more enjoyable for both the shoppers and vendors, and helped us to leave the field in good condition when we leave.

Sincerely yours,

Ralph Fasano  
Chairman, Flea Market and Craft Fair  
Pearl River Lions Club  
(845) 735-9519

8/22/16

ALJ 2210

**TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT**

8/22/16

To: Allen Kim, Supervisors Administrative Secretary

From: Michael Bosco

RE: Team KJ Duathlon on October 9<sup>th</sup> 2016

We hereby request the use of the following items from the Town of Orangetown Highway Department, Please put these items on the next Town Board Agendas meeting:

-250 weighted barricades

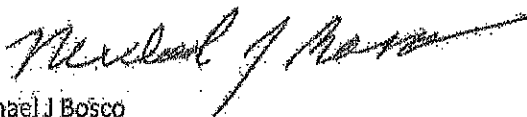
-75 highway cones

-500' of crowd control barrel

-Barricades

If you have any questions or concerns, please give me a call at 917-514-2311

Sincerely yours,



Michael J. Bosco

917-514-2311



# BROOKER ENGINEERING, PLLC

**NY OFFICE**  
74 Lafayette Ave  
Suffern, New York 10901

Tel: 845.357.4411  
Fax: 845.357.1896

**NJ OFFICE**  
46 North Central Ave  
Ramsey, New Jersey 07446

Tel: 201.884.1221  
Fax: 201.884.1223

August 1, 2016

Town of Orangetown Highway Department  
119 Route 303  
Orangeburg, NY 10962

Attn: Jim Dean, Superintendent

Re: Proposal for Cherry Brook Flood Mitigation Services

Dear Mr. Dean:

Thank you for the opportunity to submit this proposal for survey and flood control design services for the Cherry Brook floodplain. As per our discussion, we propose to analyze the storm drainage and open channel system between Forest Avenue to the north and Bogert Avenue to the south and recommend potential improvements for flood control. More specifically, this will include a hydraulic analysis of the open channel north of Forest Avenue, the closed storm drainage system at Forest Avenue, the open channel upstream and downstream of Brightwood Avenue, and the culvert at Brightwood Avenue. The study will also extend downstream to East Central Avenue in order to establish starting conditions for the hydraulic model.

We propose to perform the following scope of services:

## Task 1: Survey and Flood Control Study

1. Survey rims and inverts of catch basins indicated in your GIS survey plan from East Central Avenue (downstream limits) to the open channel downstream of George Avenue. All new survey to be in NAVD 88 datum.
2. Use Rockland County mapping as a basemap and supplement this with the surveyed catch basin information.
3. Prepare a hydraulic model showing existing conditions floodplains for the 2-, 10-, 25-, 50-, and 100-year design storms.
4. Analyze potential flood mitigation measures for the open channel between Bogert Avenue and George Avenue and prepare hydraulic models showing existing conditions floodplains for the 2-, 10-, 25-, 50-, and 100-year design storms. This will include leaving existing pipes in place while increasing channel capacity and a combination of selected improvements for larger pipes in this reach.
5. Show existing and proposed conditions floodplains, demonstrating the reduction in floodplains.
6. Show existing and proposed flood profiles.
7. Hydrologic analysis will be based on previous studies; no new discharges will be calculated as part of this study.
8. Evaluate closing off the bypass storm drainage system between East Washington Avenue and Bogert Avenue. This system would remain in place for local drainage by the individual homeowners, but not act part of the regional storm drainage system.
9. Prepare a narrative summary of findings.

➤ Fee for Task 1: \$12,500

## LAND DEVELOPMENT • MUNICIPAL • STRUCTURAL • WATER RESOURCES • LAND SURVEYING

Brian Brooker, P.E.  
Stuart Strow, P.E., C.F.M.  
Elizabeth Mello, P.E.

Eve Mancuso, P.E., C.M.E.  
Glenn McCreedy, P.E., C.M.E.  
John Bezuyen, P.L.S.

Ken DeGennaro, P.E., C.F.M.  
Anthony Riggi, P.E.  
Alan Garfinkel, P.E., P.P.

HadiDjohan, P.E.  
Kaitlin Sajduk, P.E.

**Out of Scope Work**

1. Hydrologic Analyses.
2. Construction drawings for design of new pipe systems
3. Permitting.
4. Bid Documents.
5. Televising existing pipes for structural integrity.

Fees for services will be billed in accordance with our Standard Terms and Conditions. Periodic billing will be based on a percentage of work complete. Printing and postage costs will be billed to you as an expense. Revisions to completed work (other than what has been stipulated) or major changes to the project are beyond the scope of the above outlined Tasks and will be billed as extra work on a time and material basis in accordance with our current fee schedule.

Thank you for the opportunity to provide this proposal. We hope that you find it satisfactory. If you find this proposal acceptable, please indicate your acceptance by signing both below and on the attached Standard Terms and Conditions, and returning a signed copy for our records.

Please contact me if you have any questions or require any additional information or clarification.

Very truly yours,



**BROOKER ENGINEERING, PLLC**

Kenneth DeGennaro, P.E., C.F.M.

The undersigned agrees and consents to the Standard Terms and Conditions attached hereto and made part of this contract and also to reimburse and pay to Brooker Engineering, PLLC ("Brooker"), all of Brooker's costs, expenses and disbursements, including Brooker's reasonable attorney's fees and any other costs of collection, if any invoice or bill for Brooker's services to the undersigned is not fully paid within thirty (30) days of its issuance to the undersigned, and the undersigned further agrees and consents to additionally pay to Brooker a finance charge of 1.5% (of the outstanding balance) per month, for each and every month that an invoice or bill for Brooker's services (or portion thereof) remains unpaid.

Accepted By:

\_\_\_\_\_  
Print Name      Title

\_\_\_\_\_  
Signature      Date

P:\BBE\Proposal\2016\2016-08-02 dean.docx

#231

BID ITEM THERMOPLASTIC CROSSWALKS SHEET 1 OF 1

SEP 16 2016

BID OPENING TIME 11:00AM DATE September 15, 2016

TOWN OF GLOUCESTON  
HIGHWAY DEPARTMENT

CONTRACTOR  
NAME  
&  
ADDRESS

*Yonkers Army  
Concepts Inc  
Yonkers NY*

DATE RECEIVED

*9/15/16a*

TIME RECEIVED

*10:20a*

NON COLLUSION  
STATEMENT

*✓*

BID BOND or  
CERTIFIED CHECK

*Check*

Pre - Formed Imprinted Thermoplastic Decorative High Traffic Pavement Surfacing @ 5,000 sq. ft.

Per Square Foot

*\$ 24.45*

\$

\$

\$

\$





Phone Model	Mac	Yealink Phone Surplus	
t-22	0015652E1E60		
t-22	0015652E1E90		
t-22	00156530CEAF		
t-22	0015652E2C18		
t-22	0015652CAA26		
t-22	00156530CE85		
		t-22	6
t-26	00156546D72E		
t-26	00156546D710		
		t-26	2
t-28	0015652B3DF0		
t-28	0015652CB658		
t-28	0015652B3B2C		
t-28	0015652CB616		
t-28	0015652B3CAA		
t-28	0015652CB650		
t-28	0015652CB246		
t-28	0015652B393C		
t-28	0015652CB4C6		
t-28	0015652B3C6C		
t-28	0015652B3BEA		
t-28	0015652B3BCA		
t-28	0015652B3b36		
t-28	0015652CB4B2		
t-28	0015652CB2EA		
t-28	0015652B3D08		
t-28	0015652CB4AC		
t-28	0015652B3D96		
t-28	0015652B3CCE		
t-28	0015652B3BF6		
t-28	0015652B3DB2		
t-28	0015652B3B0A		
t-28	0015652B3958		
t-28	0015652CB3CE		
t-28	0015652B3BD0		
t-28	0015652B3CC6		
t-28	0015652CB542		
t-28	0015652B3C28		
t-28	0015652CB7AC		
t-28	0015652CB2B0		
t-28	0015652B39D6		
t-28	0015652B3B4A		
t-28	0015652B3962		
t-28	0015652B3BAC		

t-28	0015652B3C8A
t-28	0015652B3A0E
t-28	0015652B3C8C
t-28	0015652B3B30
t-28	0015652B3BF8

t-28	39
<b>Total Phones</b>	<b>47</b>

**Route 340 Sidewalk Project  
Design and Construction Inspection Services  
Design Consultant Services Agreements**

**Original Agreement**

**1. Phase 1-Design & Right of Way Acquisition**

Lochner Engineering	Design and ROW Acquisition Phase	\$150,000.00
Dated: June, 2009		

<b>Lochner Supplemental Agmnt #1</b>	Additional ROW Acquisition	\$15,500.00
--	----------------------------	-------------

**2. Phase 2-Construction Inspection Services**

<b>Lochner Supplemental Agreement #2</b>	Construction Inspection Services	\$158,000.00
--	----------------------------------	--------------

Dated: May, 2014

**NOTES:**

**A. Construction Inspection Services Contract Period: 1-1/2 Yrs**

Original Estimated Start Date

Anticipated Construction Inspection Contract Start Date: July, 2014

Anticipated Construction Inspection Contract End Date: Dec, 2015

Actual

Start Date: Dec, 2015

Anticipated Construction Inspection Contract End Date: June, 2017

**B. Breakdown of Contract Services are as follows:**

In-Field Inspection  
Office personnel  
Meetings and Preparation  
Project Management  
Final Inspection

- C. In-Field Construction Inspection Services were originally anticipated to encompass 4-1/2 months of the 1-1/2 year Construction Inspection Services Contract.

Actual In-Field Construction Inspection Services Started: May, 2016

Services Include:

1. Coordination with Utilities
2. Pre-Construction meetings
3. Shop drawing review and item submittal approvals

- D. In-Field Construction Inspection Services is now anticipated to encompass 7-1/2 months of the 1-1/2 year Construction Inspection Services Contract.

Contributing Factors:

- Development of off-site detour
- Detour daily implementation
- Utility Company installation of new gas main services
- Drainage swale for drainage structure outlets

- E. To cover an additional 4 months of In-Field Construction Inspection, the proposed cost for Supplemental Agreement #3 \$116,000.00
-

TOWN OF CRANSTON  
OFFICE OF

Applicant's Signature Pam Moskowitz Date 9/21/16  
Department Approval \_\_\_\_\_ Date \_\_\_\_\_



## Obituaries



## SERVICES

**Moritz Funeral Home**  
98 Route 303 South  
Tappan, NY 10983  
(845) 359-0890

- Website
- View Map
- Send Flowers

## VISITATION

Friday, Sep. 16, 2016  
2:00 PM - 4:00 PM

Moritz Funeral Home  
98 Route 303 South  
Tappan, NY 10983

- Add To Calendar
- View Map

## VISITATION

Friday, Sep. 16, 2016  
7:00 PM - 9:00 PM

Moritz Funeral Home  
98 Route 303 South  
Tappan, NY 10983

- Add To Calendar
- View Map

## FUNERAL MASS

Saturday, Sep. 17, 2016  
10:00 AM

St. Catharine's Church  
Blauvelt, NY

- Add To Calendar
- View Map

## BURIAL

Following Services

Rockland Cemetery  
Sparkill, NY

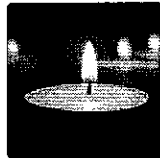
- View Map

## RESOURCES

- More Obituaries for Veronica Blaine
- Looking for an obituary for a different person with this name?
- Find a Different V. Blaine
- [See More >](#)

## Veronica Blaine

1934 - 2016 ▾ Obituary ▸ Condolences



Blaine, Veronica

Veronica Blaine, age 82, long time resident of Blauvelt, died peacefully with her family by her side, on September 13, 2016. She was born in New York City on June 2, 1934 to Charles and Ann Adair. She was raised in the Washington Heights section of Manhattan, and graduated from Incarnation Parish School and Thorpe Academy. On June 23, 1956, she married the love of her life, Patrick G. Blaine at the Church of the Incarnation. After moving to Rockland County in 1960, Veronica became an active parishioner in St. Catharine's Church in Blauvelt, serving as a Eucharist Minister and member of the Altar Society. She was also a member of the Blauvelt / Orangeburg Senior Citizens Club and served on the Orangetown Senior Advisory Council, and Board of Elections. She enjoyed spending time with her family and many friends, including members of the Red Hat Society.

Veronica was predeceased by her husband, Patrick who died in 2012. She is survived by her children, Eileen (James) McCaffrey, Patrick C. (Lynne) Blaine, Roger (Laila) Blaine, Anne (Lance) Madson and Elizabeth (Andrew) Carolan; and her grandchildren, Patrick J., John, Kathryn, Kristian, Sean and Daniel Blaine, Michael McCaffrey, Blaine and Brendan Madson, Liam, Gavin, Conor and Ryan Carolan. Also survived by loving in-laws Myra and Harry Ruocco and many cherished nieces and nephews.

A Funeral Mass will be held Saturday, 10 am, at St. Catharine's Church in Blauvelt with burial to follow at Rockland Cemetery in Sparkill, NY. Visiting hours will be Friday, 2-4 and 7-9 pm at the Moritz Funeral Home in Tappan. In lieu of flowers, donation in Veronica's memory to a charity of one's choice would be greatly appreciated. The Blaine family would like to thank the staff at Dowling Gardens in Sparkill and doctors and staff at Nyack Hospital for their loving care.

Moritz Funeral Home

98 Route 303 South

Tappan, NY 10983

(845) 359-0890

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

Published in the The Journal News on Sept. 15, 2016

## SYMPATHY FLOWERS



Delivery details:  
Moritz Funeral Ho  
98 Route 303 Sout  
Tappan, NY 10983

Order By Phone  
(855) 329-5806 CC

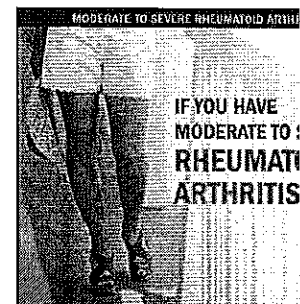
SEND FLOWER

View Map

## MAKE A DONATION

If you would like to make a memorial donation, please consider one of our trusted charity partners.

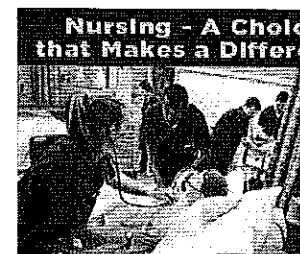
[VIEW CH](#)



## MORE INFORMATION



**Funeral Etiquette**  
Expert Advice:  
What to do and  
when someone



CONCORDIA COLLEGE  
New

## Kimberly Allen

---

**From:** Charlotte Madigan  
**Sent:** Wednesday, September 14, 2016 12:02 PM  
**To:** Kimberly Allen  
**Subject:** FW: REQUEST FOR MEETING CLOSURE IN MEMORY OF THOMAS H HUTCHINSON

Can we add this to the next meeting?

*Charlotte Madigan*

Town Clerk  
Town of Orangetown  
Registrar of Vital Statistics  
Records Management Officer  
Records Access Officer  
Notary  
845-359-8225

---

**From:** Denise Sullivan  
**Sent:** Wednesday, September 14, 2016 10:59 AM  
**To:** Charlotte Madigan  
**Cc:** Teresa Pugh  
**Subject:** REQUEST FOR MEETING CLOSURE IN MEMORY OF THOMAS H HUTCHINSON

Hi Charlotte:

Can you arrange for a Town Board meeting to close in honor of my dear friend, Thomas H. Hutchinson, U.S. Navy vet and Pearl River Resident?

Thanks!

Denise A. Sullivan  
Deputy Town Attorney  
Town of Orangetown  
26 Orangeburg Road  
Orangeburg, New York 10962  
Tel: (845) 359-5100 x2246  
*Assigned days are Monday and Wednesday*  
Fax: (845) 359-2715

CONFIDENTIALITY NOTICE: This e-mail and any attachments hereto may contain legally privileged and confidential information intended solely for use by the addressee(s) named herein. If you are not the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution or copying of this e-mail and any attachments hereto, is strictly prohibited. If you have received this e-mail in error, please notify the sender immediately via electronic mail, and delete this message and all copies and backups thereof. Thank you!





## Obituaries

## SERVICES

**Conroy Tully Walker  
Funeral Homes and  
Cremation Services**

172 State Street  
Portland, ME 04101  
207-773-6511

- Website
- View Map
- Send Flowers

**MEMORIAL SERVICE**

Saturday, Oct. 1, 2016  
11:00 AM

Tappan Reformed  
Church  
Tappan, NY

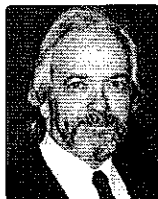
- Add To Calendar
- View Map

## RESOURCES

- More Obituaries for James Johnson
- Looking for an obituary for a different person with this name?
- Find a Different J. Johnson  
See More >

**Rev. James L. Johnson**

1944 - 2016 ▾ Obituary ▸ Condolences



Johnson, Rev. James L.

Reverend James Lewis Johnson, at age 71, passed away on August 5, 2016 in Portland, Maine due to complications from pancreatic cancer. He was born on December 13, 1944 in Lewisburg, Pa to Elias Ray Johnson and Arlene (Smith) Johnson. He became the Pastor at the Tappan Reformed Church in Tappan, New York in 1981 where he served for 23 years before retiring. While in Tappan, Jim served two terms as President of the Classis of Rockland-Westchester for the Reformed Church of America and was the Chaplain for the Tappan Volunteer Fire Department. Jim was predeceased by his parents, and his sister Vonnie (Hickox) Johnson. He is survived by his wife of 52 years, Shirley (Lewis) Johnson, his sons James Johnson, Jr., Orlando, FL and Mark Johnson, Essex Junction, VT; his brother David Johnson, Toronto, Canada; and his sister Elizabeth (Beatty) Johnson, Lancaster, Pa. He will also be greatly missed by James' wife Karen (Gold) Johnson and three grandchildren Jarrik Johnson, Eric Johnson, Jessica Johnson and several brother-in-laws, sisters-in-laws, nieces, nephews, cousins and many dear friends.

A Memorial Service will be held at the Tappan Reformed Church in Tappan, NY on October 1, 2016 at 11:00 am. [rev-james-lewis-johnson.forevermissed.com](http://rev-james-lewis-johnson.forevermissed.com)

Published in the The Journal News on Sept. 17, 2016

[Read Less](#)

Listen to Obituary

## YOUR SEARCH HISTO

Records for Johnson in NY

- ▀ View 3756 Birth Records
- ▀ View 1 Marriage Records
- ▀ View 499 Ancestry Death Records

Sponsored by 23andMe

Seattle, WA

## MORE INFORMATION



**Funeral Etiquette**  
Expert Advice:  
What to do and  
when someone

## REMEMBER

Share memories or express condolences below.

[View All](#)

Add a memory or  
condolence to the guest  
book

**ADD MESSAGE**

*"I am so very very sorry to hear of  
Reverend Johnson's passing. He  
performed our wedding service in  
1986 as well as..."*

-Sally Rey

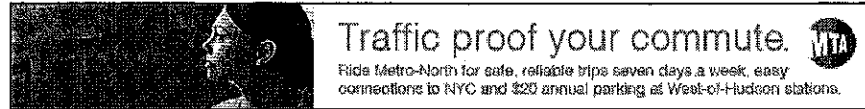
[View Guest Book](#)



**ADD PHOTOS**



**ADD VIDEOS**



## Obituaries

PREV

## SERVICES



**Dignity**  
MEMORIALS

**Michael J. Higgins  
Funeral Service, Inc.**  
321 South Main Street  
New City, NY 10956  
(845) 634-6110

- Website
- View Map
- Send Flowers

[+ See Services Detail](#)

## RESOURCES

- More Obituaries for Helen McLaughlin
- Looking for an obituary for a different person with this name?
- Find a Different H. McLaughlin  
[See More >](#)

## Helen Joan McLaughlin

1932 - 2016 ▾ Obituary ▸ Condolences



McLaughlin, Helen Joan

Helen Joan McLaughlin of New City, NY 84 years old, passed away peacefully on September 10, 2016. Helen was born in Woodlawn Bronx, NY on May 6, 1932 to Phillip and Helen Knecht. She graduated from St. Barnabas Elementary and High School and married the love of her life, Walter, in 1955. Helen worked for New York Telephone until she married. She was an ardent fan of her children and grandchildren. She loved reading, playing jeopardy and was an outstanding cook.

She is survived by her husband Walter; her sons John (Mary), Phillip, James (Dawn), Michael (Lori), her sister Catherine (David Wheeler), sister-in-law MaryEllen Knecht, and brother-in-law Joe Ambrose. Helen is predeceased by her daughter Claire Marie, her sister Margaret and brother Phillip. She is also survived by her grandchildren; Erin (Garrett Mangan), John, Kaitlyn, Brittany (Joe Davin), Brian, Shane, Troy, Kristen, Luke and Kelsey and great granddaughters; Bridget and Ryleigh, in addition to many nieces and nephews.

Family will receive friends on Tuesday from 2-4 & 7-9pm at Higgins Funeral Home in New City, NY. Mass of Christian Burial will be held on Wednesday, 10am, St. Augustine's Church, New City, followed by interment at St. Anthony's Cemetery, Nanuet, NY. In memory of Helen, donations can be made to St. Augustine's parish in New City or St. Barnabas H.S. in Woodlawn.

Published in the The Journal News from Sept. 12 to Sept. 13, 2016

[Read Less](#)

Listen

## YOUR SEARCH HISTORY

Records for McLaughlin in NY

- ▀ View 326 Birth Records
- ▀ View 114 Marriage Records
- ▀ View 52 Ancestry Death Records

Sponsored by Ancestry



## MORE INFORMATION



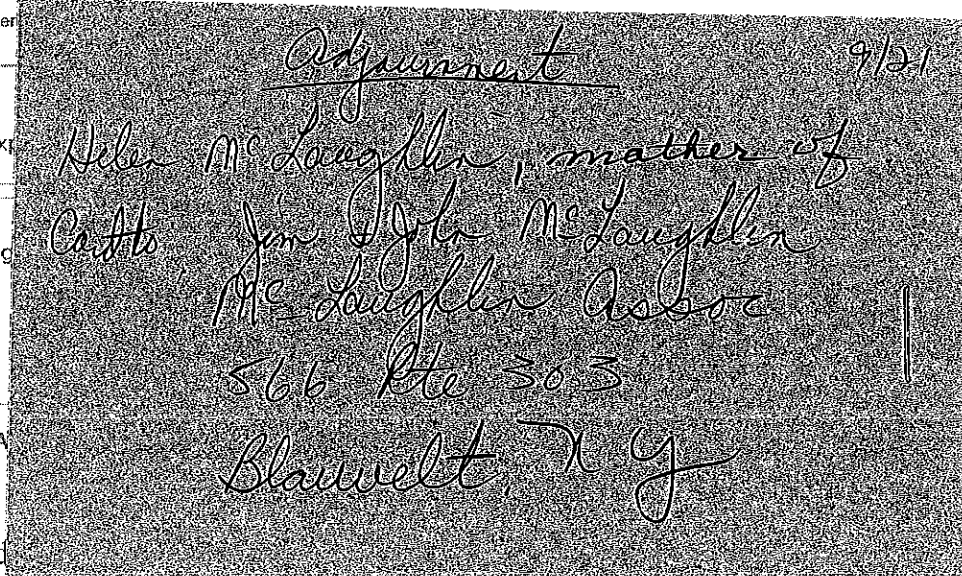
**Funeral Etiquette**  
Expert Advice:  
What to do and when someone

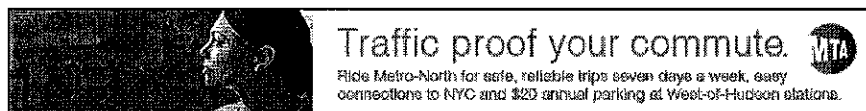
## REMEMBER

Share memories or express condolences

Add a memory or condolence to the guest book

[ADD MESSAGE](#)





## Obituaries

## SERVICES

**Moritz Funeral Home**  
98 Route 303 South  
Tappan, NY 10983  
(845) 359-0890

- Website
- View Map
- Send Flowers

## VISITATION

Wednesday, Sep. 21,  
2016  
7:00 PM - 9:00 PM

Moritz Funeral Home  
98 Route 303 South  
Tappan, NY 10983  
 View Map

## VISITATION

Thursday, Sep. 22, 2016  
2:00 PM - 4:00 PM

Moritz Funeral Home  
98 Route 303 South  
Tappan, NY 10983

- Add To Calendar
- View Map

## VISITATION

Thursday, Sep. 22, 2016  
7:00 PM - 9:00 PM

Moritz Funeral Home  
98 Route 303 South  
Tappan, NY 10983

- Add To Calendar
- View Map

## FUNERAL MASS

Friday, Sep. 23, 2016  
10:00 AM

St. John the Baptist  
Church  
Piermont, NY

- Add To Calendar
- View Map

## BURIAL

Following Services

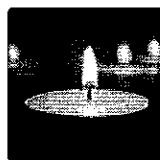
Rockland Cemetery  
Sparkill, NY  
 View Map

## RESOURCES

- More Obituaries for Michael Rotundo
- Looking for an obituary for a different

## Michael "Mike" Rotundo

1935 - 2016 ▾ Obituary ▸ Condolences



Rotundo, Michael "Mike"

Michael "Mike" Rotundo was born in Piermont, NY in 1935 to Michael and Florence Rotundo. Attended TZ High School in Piermont, NY where he was a 7 time all county athlete in four different sports. Was part of 26 team and individual championships in county and section 9 competitions. Mike was awarded 16 Varsity letters throughout his High School sports career.

Mike was accorded all American status as a premier High School basketball player in NY State by a sports magazine. In track won Section 9 class C-D, high jump, long jump and 880 relay three years running.

Mike also coached freshman boys basketball at Albertus Magnus High School for 20 years. Grooming many future successful Varsity players.

Mike was named to the Tappan Zee, Albertus Magnus and Rockland County Sports Halls of Fame.

Mike worked as a banker for 40 years and at Pomona Health Center, in Security, for the last 17 years before retiring in 2015.

Mike was a long time proud member of the Sons of Italy, Blauvelt, NY. He was also an avid golfer.

Mike is survived by wife, Dolores "Dolly" Vargas, sons, Michael "Mick" (Janice) of Pearl River, Mark of Jawonio, New City, Timothy of Highland Lakes, NJ and Janine McCormick (Steve) of Pearl River. Mike was a proud grandfather of Sara and Jake and Stephanie. Predeceased by wife Arlene Rotundo who died in 2010. Mike is also survived by his extended family of Tony Vargas and son Sean, Alan (Stephanie) and Nancy Rauch (Chris).

A Funeral Mass will be held Friday, 10am, at St. John the Baptist Church in Piermont with burial to follow at Rockland Cemetery in Sparkill. Visiting hours will be Wednesday, 7-9pm and Thursday, 2-4 and 7-9pm at the Moritz Funeral Home in Tappan. In lieu of flowers, donations to the [American Cancer Society](http://www.cancer.org) would be greatly appreciated ([www.cancer.org](http://www.cancer.org)).

Moritz Funeral Home

98 Route 303 South

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