

TOWN ATTORNEY

**ADOPT LOCAL LAW NO. __ OF 2019,
AMENDING CHAPTER 43 OF THE TOWN
CODE ARTICLE XVII ENTITLED “SOLAR
ENERGY LOCAL LAW” FOR THE
DEFINITION, INSTALLATION AND USE OF
SOLAR ENERGY GENERATING SYSTEMS
AND EQUIPMENT**

RESOLVED, that the Town Board hereby adopts proposed Local Law No. __ of 2019, amending Chapter 43, Article XVII entitled “Exceptions to Bulk Regulations” of the Town Code, to provide for the definition, installation and use of solar energy generating systems and equipment.

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

As amended, Additions are underlined, ~~Deletions are stricken~~. The said section of the Code is amended as follows:

**CHAPTER 43, ARTICLE XVII ENTITLED “SOLAR
ENERGY LOCAL LAW” TO PROVIDE FOR THE
DEFINITION, INSTALLATION AND USE OF SOLAR
ENERGY GENERATING SYSTEMS AND
EQUIPMENT**

17.1. Authority

This Solar Energy Local Law is adopted pursuant to sections 261-261 of the Town Law and Section 20 of the Municipal Home Rule Law of the State of New York, which authorize the Town of Orangetown to adopt zoning provisions that advance and protect the health, safety and welfare of the community, and, in accordance with the Town of Orangetown law of New York State, “to make provision for, so far as conditions may permit, the accommodation of solar energy systems and equipment and access to sunlight necessary therefor.”

17.2. Statement of Purpose

A. This Solar Energy Local Law is adopted to advance and protect the public health, safety, and welfare of Town of Orangetown by creating regulations for the installation and use of solar energy generating systems and equipment, with the following objectives:

- 1) To take advantage of a safe, abundant, renewable and non-polluting energy resource;
- 2) To decrease the cost of electricity to the owners of residential and commercial properties, including single-family houses;
- 3) To mitigate the impacts of Solar Energy Systems on environmental resources such as important agricultural lands, forests, wildlife and other protected resources, and;
- 4) To create synergy between solar technologies and the Town Comprehensive Plan and Town codes, rules and regulations.

17.3. Definitions

BUILDING-INTEGRATED SOLAR ENERGY SYSTEM: A combination of Solar Panels and Solar Energy Equipment integrated into any building envelope system such as vertical facades, semitransparent skylight systems, roofing materials, or shading over windows, which produce electricity for onsite consumption.

FARMLAND OF STATEWIDE IMPORTANCE: Land, designated as “Farmland of Statewide Importance” in the U.S. Department of Agriculture Natural Resources Conservation Service (NRCS)’s Soil Survey Geographic (SSURGO) Database on Web Soil Survey that is of state wide importance for the production of food, feed, fiber, forage, and oilseed crops as determined by the appropriate state agency or agencies. Farmland of Statewide Importance may include tracts of land that have been designated for agriculture by state law.

GLARE: The effect by reflections of light with intensity sufficient as determined in a commercially reasonable manner to cause annoyance, discomfort, or loss in visual performance and visibility in any material respects.

GROUND-MOUNTED SOLAR ENERGY SYSTEM: A Solar Energy System that is anchored to the ground via a pole or other mounting system, detached from any other structure, that generates electricity for onsite or offsite consumption.

NATIVE PERENNIAL VEGETATION: native wildflowers, forbs, and grasses that serve as habitat, forage, and migratory way stations for pollinators and shall not include any prohibited or regulated invasive species as determined by the New York State Department of Environmental Conservation.

POLLINATOR: bees, birds, bats, and other insects or wildlife that pollinate flowering plants, and includes both wild and managed insects.

PRIME FARMLAND: Land, designated as “Prime Farmland” in the U.S. Department of Agriculture Natural Resources Conservation Service (NRCS)’s Soil Survey Geographic (SSURGO) Database on Web Soil Survey that has the best combination of physical and chemical characteristics for producing food, feed, forage, fiber, and oilseed crops and is also available for these land uses.

ROOF-MOUNTED SOLAR ENERGY SYSTEM: A Solar Energy System located on the roof of any legally permitted building or structure that produces electricity for onsite or offsite consumption.

SOLAR ACCESS: Space open to the sun and clear of overhangs or shade so as to permit the use of active and/or passive Solar Energy Systems on individual properties.

SOLAR ENERGY EQUIPMENT: Electrical material, hardware, inverters, conduit, storage devices, or other electrical and photovoltaic equipment associated with the production of electricity.

SOLAR ENERGY SYSTEM: The components and subsystems required to convert solar energy into electric energy suitable for use. The term includes, but is not limited to, Solar Panels and Solar Energy Equipment. The area of a Solar Energy System includes all the land inside the perimeter of the Solar Energy System, which extends to any interconnection equipment. A Solar Energy System is classified as a Tier 1, Tier 2, or Tier 3 Solar Energy System as follows.

A. Tier 1 Solar Energy Systems include the following:

a. Roof-Mounted Solar Energy Systems

b. Building-Integrated Solar Energy Systems

B. Tier 2 Solar Energy Systems include Ground-Mounted Solar Energy Systems with a total surface area of all solar panels on the lot of up to 4,000 square feet and that generate up to 110 % of the electricity consumed on the site over the previous 12 months.

C. Tier 3 Solar Energy Systems are systems that are not included in the list for Tier 1 and Tier 2 Solar Energy Systems.

SOLAR PANEL: A photovoltaic device capable of collecting and converting solar energy into electricity.

STORAGE BATTERY: A device that stores energy and makes it available in an electrical form.

17.4. Applicability

A. The requirements of this Local Law shall apply to all Solar Energy Systems permitted, installed, or modified in Town of Orangetown after the effective date of this Local Law, excluding general maintenance and repair.

B. Solar Energy Systems constructed or installed prior to the effective date of this Local Law shall not be required to meet the requirements of this Local Law.

C. Modifications to an existing Solar Energy System that increase the Solar Energy System area by more than 5% of the original area of the Solar Energy System (exclusive of moving any fencing) shall be subject to this Local Law.

D. All Solar Energy Systems shall be designed, erected, and installed in accordance with all applicable codes, regulations, and industry standards as referenced in the NYS Uniform Fire Prevention and Building Code (“Building Code”), the NYS Energy Conservation Code (“Energy Code”), and the Town of Orangetown Code.

17.5. General Requirements

A. A Building permit shall be required for installation of all Solar Energy Systems.

B. Local land use boards are encouraged to condition their approval of proposed developments on sites adjacent to Solar Energy Systems so as to protect their access to sufficient sunlight to remain economically feasible over time.

C. Issuance of permits and approvals by the Office of Building, Zoning, Planning Administration and Enforcement shall include review pursuant to the State Environmental Quality Review Act ECL Article 8 and its implementing regulations at 6 NYCRR Part 617 (“SEQRA”).

17.6. Permitting Requirements for Tier 1 Solar Energy Systems

All Tier 1 Solar Energy Systems shall be permitted in all zoning districts. Residential systems shall be exempt from site plan review subject to the following conditions for each type of Solar Energy Systems: however those located within the Tappan or Palisades Historic District require Historic Areas of Review approval.

A. Roof-Mounted Solar Energy Systems

- 1) Roof-Mounted Solar Energy Systems shall incorporate, when feasible, the following design requirements:
 - a. Solar Panels on pitched roofs shall be mounted with a maximum distance of 8 inches between the roof surface the highest edge of the system.
 - b. Solar Panels on pitched roofs shall be installed parallel to the roof surface on which they are mounted or attached.
 - c. Solar Panels on pitched roofs shall not extend higher than the highest point of the roof surface on which they are mounted or attached.
 - d. Solar Panels on flat roofs shall not extend above the top of the surrounding parapet, or more than 24 inches above the flat surface of the roof, whichever is higher.
- 2) Glare: All Solar Panels shall have anti-reflective coating(s).
- 3) Height: All residential Roof-Mounted Solar Energy Systems shall comply with the height limitations in Appendix 3. All commercial Roof-Mounted Solar Energy Systems shall comply with Appendix 3 and shall be subject to the maximum height regulations specified for principal and accessory buildings within the underlying zoning district.

B. Building-Integrated Solar Energy Systems shall be shown on the plans submitted for the building permit application for the building containing the system.

17.7. Permitting Requirements for Tier 2 Solar Energy Systems

All Tier 2 Solar Energy Systems shall be permitted in all zoning districts as accessory structures. All non-residential systems require site plan review and residential systems shall be exempt from site plan review, subject to the following conditions:

A. Glare: All Solar Panels shall have anti-reflective coating(s).

B. Setbacks: Tier 2 Solar Energy Systems shall be subject to the setback regulations specified for the accessory structures within the underlying zoning district. All Ground-Mounted Solar Energy Systems shall only be installed in the side or rear yards in residential districts.

C. Height: Tier 2 Solar Energy Systems shall comply with the height limitations in Appendix 3.

D. Screening and Visibility.

- 1) All Tier 2 Solar Energy Systems shall have views minimized from adjacent properties to the extent reasonably practicable.
- 2) Solar Energy Equipment shall be located in a manner to reasonably avoid and/or minimize blockage of views from surrounding properties and shading of property to the north, while still providing adequate solar access.

17.8. Permitting requirements for Tier 3 Solar Energy Systems

All Tier 3 Solar Energy Systems are permitted through the issuance of a special use permit by the Planning Board within the LI, LIO, LO, MFR, OP, RPC zoning districts, and subject to site plan application requirements set forth in this Section.

A. Applications for the installation of Tier 3 Solar Energy System shall be:

- 1) Reviewed by the Building Inspector for completeness. Applicants shall be advised within 15 business days of the completeness of their application or any deficiencies that must be addressed prior to substantive review.
- 2) Subject to a public hearing to hear all comments for and against the application. The Planning Board of the Town of Orangetown shall have a notice printed in a newspaper of general circulation in the Town of Orangetown at least 5 days in advance of such hearing. Applicants shall have delivered the notice by first class mail to adjoining landowners or landowners within 200 feet of the property at least 10 days prior to such a hearing. Proof of mailing shall be provided to the Planning Board at the public hearing.

- 3) Referred to the County Planning Department pursuant to General Municipal Law § 239-m if required.
- 4) Upon closing of the public hearing, the Planning Board shall take action on the application within 62 days of the public hearing, which can include approval, approval with conditions, or denial. The 62-day period may be extended upon consent by both the Planning Board and applicant.

B. Underground Requirements. All on-site utility lines shall be placed underground to the extent feasible and as permitted by the serving utility, with the exception of the main service connection at the utility company right-of-way and any new interconnection equipment, including without limitation any poles, with new easements and right-of-way.

C. Vehicular Paths. Vehicular paths within the site shall be designed to minimize the extent of impervious materials and soil compaction.

D. Signage.

- 1) No signage or graphic content shall be displayed on the Solar Energy Systems except the manufacturer's name, equipment specification information, safety information, and 24-hour emergency contact information. Said information shall be depicted within an area no more than 8 square feet.
- 2) As required by National Electric Code (NEC), disconnect and other emergency shutoff information shall be clearly displayed on a light reflective surface. A clearly visible warning sign concerning voltage shall be placed at the base of all pad-mounted transformers and substations.

E. Glare. All Solar Panels shall have anti-reflective coating(s).

F. Lighting. Lighting of the Solar Energy Systems shall be limited to that minimally required for safety and operational purposes and shall be reasonably shielded and downcast from abutting properties.

G. Tree-cutting. Removal of existing trees larger than 8 inches in diameter should be minimized to the extent possible.

H. Decommissioning.

- 1) Solar Energy Systems that have been abandoned and/or not producing electricity for a period of one (1) year shall be removed at the Owner and/or Operators expense, which at

the Owner's option may come from any security made with the Town of Orangetown as set forth in Section 10(b) herein.

2) A decommissioning plan (see Appendix 4) signed by the owner and/or operator of the Solar Energy System shall be submitted by the applicant, addressing the following:

- a. The cost of removing the Solar Energy System.
- b. The time required to decommission and remove the Solar Energy System any ancillary structures.
- c. The time required to repair any damage caused to the property by the installation and removal of the Solar Energy System.

3) Security.

- a. The deposit, executions, or filing with the Town of Orangetown Clerk of cash, bond, or other form of security reasonably acceptable to the Town of Orangetown attorney and/or engineer, shall be in an amount sufficient to ensure the good faith performance of the terms and conditions of the permit issued pursuant hereto and to provide for the removal and restorations of the site subsequent to removal. The amount of the bond or security shall be 125% of the cost of removal of the Tier 3 Solar Energy System and restoration of the property with an escalator of 2% annually for the life of the Solar Energy System. The decommissioning amount shall be reduced by the amount of the estimated salvage value of the Solar Energy System.
- b. In the event of default upon performance of such conditions, after proper notice and expiration of any cure periods, the cash deposit, bond, or security shall be forfeited to the Town of Orangetown, which shall be entitled to maintain an action thereon. The cash deposit, bond, or security shall remain in full force and effect until restoration of the property as set forth in the decommissioning plan is completed.
- c. In the event of default or abandonment of the Solar Energy System, the system shall be decommissioned as set forth in Section 10(b) and 10(c) herein.

I. Site plan application. For any Solar Energy system requiring a Special Use Permit, site plan approval shall be required. Any site plan application shall include the following information:

- 1) Property lines and physical features, including roads, for the project site

- 2) Proposed changes to the landscape of the site, grading, vegetation clearing and planting, exterior lighting, and screening vegetation or structures
- 3) A one- or three-line electrical diagram detailing the Solar Energy System layout, solar collector installation, associated components, and electrical interconnection methods, with all National Electrical Code compliant disconnects and over current devices.
- 4) A preliminary equipment specification sheet that documents all proposed solar panels, significant components, mounting systems, and inverters that are to be installed. A final equipment specification sheet shall be submitted prior to the issuance of building permit.
- 5) Name, address, and contact information of proposed or potential system installer and the owner and/or operator of the Solar Energy System. Such information of the final system installer shall be submitted prior to the issuance of building permit.
- 6) Name, address, phone number, and signature of the project applicant, as well as all the property owners, demonstrating their consent to the application and the use of the property for the Solar Energy System.
- 7) Zoning district designation for the parcel(s) of land comprising the project site.
- 8) Property Operation and Maintenance Plan. Such plan shall describe continuing photovoltaic maintenance and property upkeep, such as mowing and trimming.
- 9) Erosion and sediment control and storm water management plans prepared to New York State Department of Environmental Conservation standards, if applicable, and to such standards as may be established by the Planning Board.
- 10) Prior to the issuance of the building permit or final approval by the Planning Board but not required as part of the application, engineering documents must be signed and sealed by a New York State (NYS) Licensed Professional Engineer or NYS Registered Architect.

J. Special Use Permit Standards.

- 1) Lot size
 - a. The property on which the Tier 3 Solar Energy System is placed shall meet the lot size requirements of the underlying zoning district.
- 2) Setbacks

- a. The Tier 3 Solar Energy Systems shall comply with the setback requirements of the underlying zoning district for principal structures.
- 3) Height
- a. The Tier 3 Solar Energy Systems shall comply with the height limitations in Appendix 3 depending on the underlying zoning district and shall comply with the building height limitations for principal structures of the underlying zoning district.
- 4) Lot coverage
- a. The following components of a Tier 3 Solar Energy System shall be considered included in the calculations for lot coverage requirements:
 - I. Foundation systems, typically consisting of driven piles or monopoles or helical screws with or without small concrete collars.
 - II. All mechanical equipment of the Solar Energy System, including any pad mounted structure for batteries, switchboard, transformers, or storage cells.
 - III. Paved access roads servicing the Solar Energy System.
 - b. Lot coverage of the Solar Energy System, as defined above, shall not exceed the maximum lot coverage requirement of the underlying zoning district.
- 5) Fencing Requirements. All mechanical equipment, including any structure for storage batteries, shall be enclosed by a 7-foot-high fence, as required by NEC, with a self-locking gate to prevent unauthorized access.
- 6) Screening and Visibility.
- a. Solar Energy Systems smaller than 5 acres shall have views minimized from adjacent properties to the extent reasonably practicable using architectural features, earth berms, landscaping, or other screening methods that will harmonize with the character of the property and surrounding area.
 - b. Solar Energy Systems larger than 5 acres shall be required to:
 - I. Conduct a visual assessment of the visual impacts of the Solar Energy System on public roadways and adjacent properties. At a minimum, a line-of-sight profile analysis shall be provided.

Depending upon the scope and potential significance of the visual impacts, additional impact analyses, including for example a digital viewshed report, may be required by the Planning Board to be submitted by the applicant.

II. Submit a screening & landscaping plan to show adequate measures to screen through landscaping, grading, or other means so that views of Solar Panels and Solar Energy Equipment shall be minimized as reasonably practical from public roadways and adjacent properties to the extent feasible.

i. The screening & landscaping plan shall specify the locations, elevations, height, plant species, and/or materials that will comprise the structures, landscaping, and/or grading used to screen and/or mitigate any adverse aesthetic effects of the system. The landscaped screening shall be comprised evergreen trees, at least 6 feet high at time of planting, plus two (2) supplemental shrubs at the reasonable discretion of the Town of Orangetown Planning Board, all planted within each 10 linear feet of the Solar Energy System. Existing vegetation may be used to satisfy all or a portion of the required landscaped screening. A list of suitable evergreen tree and shrub species should be provided by the Town of Orangetown.

7) Agricultural Resources. For projects located on agricultural lands:

1) Any Tier 3 Solar Energy System located on the areas that consist of Prime Farmland or Farmland of Statewide Importance shall not exceed 50 % of the entire lot.

- 2) To the maximum extent practicable, Tier 3 Solar Energy Systems located on Prime Farmland shall be constructed in accordance with the construction requirements of the New York State Department of Agriculture and Markets.
- 3) Tier 3 Solar Energy System owners shall develop, implement, and maintain native vegetation to the extent practicable pursuant to a vegetation management plan by providing native perennial vegetation and foraging habitat beneficial to game birds, songbirds, and pollinators. To the extent practicable, when establishing perennial vegetation and beneficial foraging habitat, the owners shall use native plant species and seed mixes.

K. Ownership Changes. If the owner or operator of the Solar Energy System changes or the owner of the property changes, the special use permit shall remain in effect, provided that the successor owner or operator assumes in writing all of the obligations of the special use permit, site plan approval, and decommissioning plan. A new owner or operator of the Solar Energy System shall notify the Building Department of such change in ownership or operator within 30 days of the ownership change.

17.9. Safety

A. Solar Energy Systems and Solar Energy Equipment shall be certified under the applicable electrical and/or building codes as required.

B. Solar Energy Systems shall be maintained in good working order and in accordance with industry standards. Site access shall be maintained, including snow removal at a level acceptable to the local fire department and, if the Tier 3 Solar Energy System is located in an ambulance district, the local ambulance corps.

C. If Storage Batteries are included as part of the Solar Energy System, they shall meet the requirements of any applicable fire prevention and building code when in use and, when no longer used, shall be disposed of in accordance with the laws and regulations of the Town of Orangetown and any applicable federal, state, or county laws or regulations.

17.10. Permit Time Frame and Abandonment

A. The Special Use Permit and site plan approval for a Solar Energy System shall be valid for a period of 12 months, provided that a building permit is issued for construction and construction is commenced. In the event construction is not completed in accordance with the final site plan, as may have been amended and approved, as required by the Planning Board, within 24 months after approval, the applicant may request that the Director of the building department extend the time to complete construction for 180 days. A maximum of two 6 month extensions may be granted at the discretion of the Director of the building department. If the owner and/or operator fails to perform substantial construction after 36 months, the approvals shall expire.

B. Upon cessation of electricity generation of a Solar Energy System on a continuous basis for 12 months, the Town of Orangetown may notify and instruct the owner and/or operator of the Solar Energy System to implement the decommissioning plan. The decommissioning plan must be completed within 3 days of notification.

C. If the owner and/or operator fails to comply with decommissioning upon any abandonment, the Town of Orangetown may, at its discretion, utilize the bond and/or security for the removal of the Solar Energy System and restoration of the site in accordance with the decommissioning plan.

17.11. Enforcement

Any violation of this Solar Energy Law shall be subject to the same enforcement requirements, including the civil and criminal penalties, provided for in the zoning or land use regulations of Town of Orangetown.

17.12. Severability

The invalidity or unenforceability of any section, subsection, paragraph, sentence, clause, provision, or phrase of the aforementioned sections, as declared by the valid judgment of any court of competent jurisdiction to be unconstitutional, shall not affect the validity or enforceability of any other section, subsection, paragraph, sentence, clause, provision, or phrase, which shall remain in full force and effect.

17.13. Effective Date.

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

APPENDIX 3: HEIGHT REQUIREMENTS

The following table displays height requirements for each type of Solar Energy Systems. The height of systems will be measured from the highest natural grade below each solar panel.

Table 3: Height Requirements

	<u>Tier 1 Roof-Mounted</u>	<u>Tier 2</u>	<u>Tier 3</u>
<u>Zoning District</u>			
<u>Residential Low Density</u>	<u>2' above roof</u>	<u>10'</u>	<u>15'</u>
<u>Residential High Density</u>	<u>2' above roof</u>	<u>10'</u>	<u>--</u>
<u>Commercial / Business</u>	<u>4' above roof</u>	<u>15'</u>	<u>20'</u>
<u>Light Industrial</u>	<u>4' above roof</u>	<u>15'</u>	<u>20'</u>
<u>Heavy Industrial</u>	<u>4' above roof</u>	<u>15'</u>	<u>20'</u>
<u>Agricultural / Residential</u>	<u>2' above roof</u>	<u>15'</u>	<u>20'</u>

Key:

--: Not Allowed

APPENDIX 4: EXAMPLE DECOMMISSIONING PLAN

Date: [Date]

Decommissioning Plan for [Solar Project Name], located at:
[Solar Project Address]

Prepared and Submitted by [Solar Developer Name], the owner of [Solar Farm Name]

As required by Town of Orangetown, [Solar Developer Name] presents this decommissioning plan for [Solar Project Name] (the "Facility").

Decommissioning will occur as a result of any of the following conditions:

1. The land lease, if any, ends
2. The system does not produce power for 12 months
3. The system is damaged and will not be repaired or replaced

The owner of the Facility, as provided for in its lease with the landowner, shall restore the property to its condition as it existed before the Facility was installed, pursuant to which may include the following:

1. Removal of all operator-owned equipment, concrete, conduits, structures, fencing, and foundations to a depth of 36 inches below the soil surface.
2. Removal of any solid and hazardous waste caused by the Facility in accordance with local, state and federal waste disposal regulations.
3. Removal of all graveled areas and access roads unless the landowner requests in writing for it to remain.

All said removal and decommissioning shall occur within 12 months of the Facility ceasing to produce power for sale.

The owner of the Facility, currently [Solar Developer Name], is responsible for this decommissioning.

Facility Owner Signature: _____ Date: _____

A LOCAL LAW TO ESTABLISH A COMMUNITY CHOICE AGGREGATION PROGRAM FOR THE TOWN OF ORANGETOWN

Be it enacted by the Town Board of the TOWN OF ORANGETOWN as follows:

Section 1. The Code of the Town of Orangetown is hereby amended by adding a new Chapter 7C, entitled “COMMUNITY CHOICE AGGREGATION PROGRAM,” to read as follows:

ARTICLE I

§7C-1. Legislative Findings; Intent and Purpose; Authority.

- A. It is the policy of both the Town of Orangetown and the State of New York to reduce costs and provide price certainty for the purpose of consumer protection and economic development, to expand access and opportunities for consumers in retail energy markets, as well as to promote the sustainability and resilience of energy systems through the proliferation of renewable energy, energy efficiency, and Distributed Energy Resources. Among the initiatives that may advance these objectives in New York is Community Choice Aggregation (Hereinafter “CCA”), a policy that empowers local governments to select the source of electricity and/or natural gas supply on behalf of its residents and small businesses, reflecting local resources, priorities, and challenges. Energy delivery shall remain the responsibility of the Distribution Utility.
- B. This Chapter establishes the authority for the Town of Orangetown, in connection with the implementation a CCA Program, to acquire utility data; to select, through competitive solicitation, one or more energy Supplier(s) on behalf of Participating Customers within the Town of Orangetown; and to maximize value for Participating Customers through enhanced services related to Distributed Energy Resources. The Town may choose to collaborate with other local governments to form an intermunicipal CCA Program. By establishing a CCA Program, Participating Customers will have the opportunity to lower and stabilize their energy costs, to spur local clean energy innovation and investment, and to reduce their environmental impact; thereby, fulfilling the purposes of this Chapter and fulfilling an important public purpose.
- C. The Town of Orangetown is authorized to implement this COMMUNITY CHOICE AGGREGATION PROGRAM pursuant to Section 10(1)(ii)(a)(12) of the New York Municipal Home Rule Law; and consistent with State of New York Public Service Commission Case No. 14-M-0224, Proceeding on Motion of the Commission to Enable Community Choice Aggregation Programs (issued April 21, 2016) as may be amended, including subsequent orders of the Public Service Commission issued in connection with or related to Case No. 14-M-0224.
- D. This Chapter shall be known and may be cited as the “COMMUNITY CHOICE AGGREGATION PROGRAM Law of the Town of Orangetown”.

§7C-2. Definitions.

For purposes of this Chapter, and unless otherwise expressly stated or unless the context otherwise requires, the terms in this Chapter shall have the meanings employed in the State of New York Public Service Commission's Uniform Business Practices or, if not so defined there, as indicated herein:

- A. **AGGREGATED DATA** means aggregated and anonymized information relating to electricity and/or gas consumption including, but not limited to, the number of consumers by service and rate class, the aggregated peak demand (kW) (for electricity) by month for the past 12 months by service and rate class, and the aggregated energy (kWh) for electricity or volumetric consumption for gas by month for the past 12 months by service and rate class.
- B. **COMMUNITY CHOICE AGGREGATION PROGRAM** or **CCA Program** means the Community Choice Aggregation Program enabled by this Local Law.
- C. **CCA ADMINISTRATOR** means Town of Orangetown or third party CCA administrator duly authorized to administer the CCA Program including without limitation to request Aggregated Data and Customer Specific Data; to competitively solicit Suppliers for the aggregated demand for electricity and/or natural gas on behalf of Default Consumers; and to offer Participating Customers additional opportunities to participate or enroll in programs or projects related to DER. The CCA Administrator shall be responsible for program organization, administration, procurement, communications, and for meeting all requirements for program implementation specified in the PSC CCA Order, unless otherwise specified.
- D. **CUSTOMER SPECIFIC DATA** means customer-specific information, personal data and utility data for Default Customers including customer of record's name, mailing address, telephone number, account number, and primary language, if available, and any customer-specific alternate billing name, address, and phone number.
- E. **DEFAULT CUSTOMER** means a consumer of electricity and/or natural gas services within opt-out eligible service classes (as delineated in the PSC CCA Order), who receives supply service from the Distribution Utility as of the date that the Supply Contract goes into effect, or a consumer within these service classes who subsequently becomes eligible to become a Participating Customer in the CCA Program including a consumer who has terminated a supply contract with an ESCO; a consumer who has removed a freeze or block on consumer's account; a consumer who has voluntarily suspended service pursuant to a special rate; or a consumer who becomes a new resident of the Town of Orangetown after the Supply Contract goes into effect. None of the following are considered a Default Customer and will not be enrolled on an opt-out basis: a consumer within opt-out eligible service classes who receives supply service from an ESCO as of the date that the Supply Contract goes into effect; a consumer who has placed a freeze or block on consumer's account; and a consumer for whom enrollment in the CCA Program would interfere with a choice consumer had already made to take service pursuant to a special rate. For the avoidance of doubt, a Default Customer must reside or be otherwise located at one or more locations within the geographic boundaries of the Town of Orangetown, as such boundaries exist as of the date the Supply Contract goes into effect.

- F. **DISTRIBUTED ENERGY RESOURCES** or **DER** means local renewable energy projects, community distributed generation (e.g. shared solar), peak demand management, energy efficiency, demand response, energy storage, community resilience microgrid projects, and other innovative Reforming the Energy Vision (“REV”) initiatives of the State of New York that further engage and/or reduce cost of service for Participating Customers, optimize system benefits, and/or address infrastructure and demand challenges within geography of the CCA Program.
- G. **DISTRIBUTION UTILITY** means the owner or controller of the means of distribution of the natural gas or electricity in the Town of Orangetown. The Distribution Utility also serves as the default supplier of electricity and natural gas preceding the establishment of a CCA Program.
- H. **ESCO** or **ENERGY SERVICES COMPANY** means an entity duly authorized to conduct business in the State of New York as an ESCO
- I. **MUNICIPALITY** means the Town of Orangetown.
- J. **PARTICIPATING CUSTOMERS** means Default Customers of the CCA Program who have not opted out, and non-Default Customers of any service class who have voluntarily enrolled in the CCA Program.
- K. **PSC CCA ORDER** means the PSC’s Order Authorizing Framework for Community Choice Aggregation Opt-Out Program, issued on April 21, 2016 in Case 14-M-0224, “Proceeding on Motion of the Commission to Enable Community Choice Aggregation Programs.”
- L. **PUBLIC SERVICE COMMISSION** or **PSC** means the New York State Public Service Commission.
- M. **SUPPLIER** means an ESCO that procures electric power and/or natural gas for Participating Customers in connection with this Chapter or, alternatively, a generator of electricity and/or natural gas or other another entity that procures and resell electricity or natural gas.
- N. **SUPPLY CONTRACT** means a contract for the supply of electric power or natural gas entered into between a Supplier and the Town of Orangetown.
- O. **SUPPLY CONTRACT DATE** means the date when electric power and/or natural gas is first delivered to Participating Customers in connection with the CCA Program.

§7C-3. Authorization of a Community Choice Aggregation Program.

- A. A Community Choice Aggregation Program is hereby authorized by the Town of Orangetown, which the Municipality may implement to the full extent permitted by the PSC CCA Order, as set forth more fully herein.
- B. The Town of Orangetown may enter into contracts with one or more Suppliers and other providers of services on behalf of Participating Customers.

- C. The Town of Orangetown may enter into agreements and contracts with other municipalities, non-profits, consultants, and/or other third parties to i) develop and implement the CCA Program, ii) act as CCA Administrator, and/or iii) develop offers of opt-in DER products and services to Participating Customers.
- D. The operation and ownership of the utility service shall remain with the Distribution Utility. The Town of Orangetown's participation in the CCA Program constitutes neither the purchase of a public utility system, nor the furnishing of utility service. The Town of Orangetown shall not take over any part of the electric or gas transmission or distribution system and shall not furnish any type of utility service, but will instead negotiate with Suppliers on behalf of Participating Customers.
- E. The Public Service Commission supervises retail markets and participants in these markets through legislative and regulatory authority and the Uniform Business Practices, which includes rules relating to the eligibility of participating ESCOs, the operation by which ESCOs provide energy services, and the terms on which customers may be enrolled with ESCOs.

§7C-4. Eligibility.

- A. All Default Customers shall be enrolled on an opt-out basis. Default Customers will have the right to opt out before the Supply Contract goes into effect, or dis-enroll any time thereafter with no penalty. Default Customer who do not opt out before the Supply Contract goes into effect will be enrolled automatically.
- B. All non-Default Customers within the Town of Orangetown, regardless of service class, shall be eligible to participate in the CCA Program on an opt-in basis.
- C. The CCA Administrator shall issue one or more requests for proposals to Suppliers to provide energy to participants and may then award a contract in accordance with the CCA Program, this Local Law, and the PSC CCA Order.

§7C-5. Opt-Out Process.

- A. The CCA Administrator shall cause the mailing of a program notification letter, printed on municipal letterhead, to Default Customers at least 30 days prior to customer enrollment. The letter shall include information on the CCA Program and the Supply Contract signed with the selected Supplier(s) including specific details on rates, services, contract term, and methods for opting out of the CCA Program. The letter shall explain that Default Customers who do not opt out will be enrolled in the CCA Program under the Supply Contract terms and that information on those customers, including energy usage data, will be provided to the ESCO.
- B. After the 30 day opt-out period, all Participating Customers shall have the option to disenroll from the CCA Program at any time without penalty.

§7C-6. Data Protection Requirements.

- A. CCA Administrator may request Aggregated Data and Customer Specific Data from the Distribution Utility.

- B. Customer Specific Data shall be protected in a manner compliant with, collectively, (i) all national, state and local laws, regulations or other government standards relating to the protection of information that identifies or can be used to identify an individual Default Customer or Participating Customer that apply with respect to the Town of Orangetown or its representative's processing of confidential utility information; (ii) the Distribution Utility's internal requirements and procedures relating to the protection of information that identifies or can be used to identify an individual Default Customer or Participating Customer that apply with respect to the Town of Orangetown or its representative's processing of confidential utility information; and (iii) the PSC CCA Order and PSC rules, regulations and guidelines relating to confidential data. The Town of Orangetown shall enter into an agreement with the Distribution Utility that obligates each party to meet the above provisions of this paragraph.

§7C-7. Administration Fee.

The CCA Administrator may collect, or cause to be collected, funds from Participating Customer payments to pay for administrative costs associated with operating the CCA Program.

§7C-8. Reporting.

- A. The CCA Administrator shall prepare and file with the Town of Orangetown Town Board an annual report by March 31 of each year concerning the operations of the CCA Program for the previous calendar year.
- B. Each annual report shall include, at a minimum, the following: number of Participating Customers served; number of Participating Customers cancelling; number of complaints received; commodity prices paid; value-added services provided (e.g. installation of DER or other clean energy services); and administrative costs collected. The first annual report shall also include the number of customers who opted-out in response to the initial opt-out letter or letters.
- C. If a Supply Contract will expire less than one year following the filing of an annual report, the report shall describe current plans for soliciting a new Supply Contract, negotiating an extension, or terminating the CCA Program.

§7C-9. Effective Date.

This Local Law shall be effective immediately upon passage.

§7C-10. Severability.

The invalidity or unenforceability of any section, subsection, paragraph, sentence, clause, provision, or phrase of the aforementioned sections, as declared by the valid judgment of any court of competent jurisdiction to be unconstitutional, shall not affect the validity or enforceability of any other section, subsection, paragraph, sentence, clause, provision, or phrase, which shall remain in full force and effect.

LOCAL LAW NO. ____ OF 2019 OF THE
 INCORPORATED TOWN OF ORANGETOWN, NEW YORK
 TOWN BOARD TO AMEND THE TOWN CODE WITH RESPECT TO PLANNED ADULT
 COMMUNITY ZONING

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

Section 1.

As amended, Additions are underlined. ~~Deletions are stricken.~~ Article IV of Chapter 43 of the Town Code is amended as follows:

Article IV Additional Use Regulations

§4.69 Lot and Bulk Controls for PAC Developments

4.69 Lot and bulk controls for PAC developments.

A. Hamlet and other sites. Lot and bulk controls for PAC developments, as shown on Table I, shall differentiate between sites located within hamlet centers and other sites, as specified herein. In addition to meeting the requirements of § 4.62 above, hamlet center sites, as shown on the Potential PAC Zoning Map, shall be located within one-quarter-mile walking distance of the Pearl River, Orangeburg, Blauvelt, Sparkill or Tappan hamlet centers, as defined by the CS zoning in each hamlet center. Potential PAC sites outside the one-quarter-mile walking distance shall be considered to be "other sites" for purposes of the following lot and bulk controls.

Table 1
Lot, Bulk and Parking Requirements

	Hamlet Center Sites Within Mile Distance of Specified CS and CC Districts	Redevelopment Sites Within Designated CS Districts	Other Sites
Minimum lot area for a Planned Adult Community	1.25 acres	1 acre	10 acres
Base density***	6 dwelling unit/acre	6 dwelling unit/acre	4 dwelling unit/acre
Potential bonus density*	1 dwelling unit/acre	1 dwelling unit/acre	1 dwelling unit/acre
Maximum floor area	0.40	0.40	0.35

Table 1

Lot, Bulk and Parking Requirements

	Hamlet Center Sites Within Mile Distance of Specified CS and CC Districts	Redevelopment Sites Within Designated CS Districts	Other Sites
ratio			
Maximum building coverage	65%	TBD	40%
Minimum open space	25%	TBD	40%
Maximum building height	2 stories or 35 feet, unless otherwise specified by Town Board as part of PAC approval, in which 3 stories may be allowed	2 stories or 35 feet, unless otherwise specified by Town Board as part of PAC approval, in which 3 stories may be allowed	2 stories or 35 feet
Minimum perimeter buffer	20 feet	TBD	50 feet
Minimum yards**	Unless otherwise specified by the Town Board as part of PAC approval, the following yards shall be provided;		
*Front	50 feet	TBD	100 feet
*Side (each)	50 feet	TBD	100 feet
*Rear 50 feet	50 feet	TBD	100 feet
Minimum street frontage	100 feet	100 feet	100 feet
Minimum building setback from internal roads	25 feet	TBD	25 feet
Minimum off-street parking	1.5 spaces/dwelling unit	1.5 spaces/dwelling unit	1.75 spaces/dwelling unit
Minimum indoor and/or outdoor recreation	250 square feet/unit	TBD	250 square feet/unit
Minimum distance	25 feet, unless otherwise specified by the Town Board as part of PAC approval, but not less than 15 feet. Decks, whether attached or detached, shall not be closer than 15 feet to any other building	TBD	25 feet, between buildings otherwise specified by the Town Board as part of PAC approval, but not less than 15 feet. Decks, whether attached or detached, shall not be closer than 15 feet to

Table 1

Lot, Bulk and Parking Requirements

	Hamlet Center Sites Within Mile Distance of Specified CS and CC Districts	Redevelopment Sites Within Designated CS Districts	Other Sites
	or structure that is a part of any other building.		any other building or structure that is a part of any other building.
Maximum number of attached dwelling units without a building separation	8 dwelling units	TBD	6 dwelling units

NOTES:

- * 50% of any bonus allowed by the Town Board shall be affordable housing as specified in § 4.66 above
- ** Yard requirements shall apply to the overall PAC site, not individual lots within the development, if any.
- *** The "Maximum number of attached dwelling units without a building separation" regulation set forth herein shall not apply to apartment-style dwelling units, i.e., dwelling units (regardless of the form of ownership) the living portion of which occupies a single floor or story of a building. With respect to such units, the Planning Board shall determine the number of units that may be included in any single building.

TBD = To be determined as part of contextual zoning analysis.

B. Potential redevelopment sites within a CS District.

(1) For eligible hamlet center sites physically located within a CS specified zoning district in Blauvelt, Tappan, Orangeburg, Sparkill and Pearl River, the Town Board may modify lot and bulk controls as part of its consideration of the rezoning to PAC, provided such modifications are designed to ensure compatibility with the building context of the CS District and areas adjacent to the subject site, including building setbacks to maintain the contextual streetscapes. Building context shall be determined by the Town Board through the review of actual dimensions (lot and bulk) for adjacent buildings and buildings across the street from the proposed redevelopment site. **Notwithstanding the foregoing, the Town Board may only modify the minimum lot area, maximum floor area ratio and/or maximum density, by a vote of a majority plus one of all the members thereof, whether present or not.**

(2) In order to ensure contextual development in terms of use, the ground-floor area of redevelopment sites shall include retail, personal service, restaurant or office use.

~~(3) Notwithstanding the contextual flexibility, the minimum lot area shall be 40,000 square feet, the maximum floor area ratio shall be 0.45 and the maximum density shall not exceed seven dwelling units per acre (six base density units plus up to one potential bonus unit per acre as otherwise specified herein).~~

C. Potential conversions of existing buildings in Pearl River, Tappan and Sparkill.

(1) In the hamlet centers of Pearl River, Tappan and Sparkill, proposals for conversion of existing buildings in a CS Zoning District may be considered by the Town Board. Such buildings may contain senior apartment units above retail stores, professional offices, personal services establishments and restaurants, provided separate access to the senior units is provided, and further provided that all other applicable building code requirements are met. Conversion of space for ground-level apartments shall not be permitted. No square footage may be added to the building proposed for conversion other than the space necessary to provide suitable access.

(2) Specific lot and bulk and controls and parking for these PAC building conversion sites shall be established by the Town Board as part of the rezoning process, recognizing that these regulations are applicable to the existing building only. Parking requirements shall consider the availability of on-site and off-site parking to serve the proposed housing.

(3) In its consideration of potential conversions, the Town Board shall refer to criteria set forth in §§ 4.6.1 and 4.6.12D(3), as applicable, and other factors relating to the subject building itself.

Section 2. Severability Clause

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

Section 3. Effective Date.

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

ADDENDUM TO AGREEMENT dated December 17, 2018
Between Goldkap Consulting Group, LLC and Town of Orangetown

This Addendum is to an Agreement dated December 17, 2018 between Goldkap Consulting Group, LLC (“Consultant”) having an address at 57 Lafayette Avenue, Suffern, NY 10901, and Town of Orangetown (“Client”) located at 26 Orangeburg Road, Orangeburg, NY 10962 is effective as of AUGUST _____, 2019.

The parties agree that Client will pay Consultant ONE HUNDRED SEVENTY FIVE AND 00/100 (\$175.00) DOLLARS per hour for services rendered for all work done on behalf of the project as outlined hereinafter, not to exceed THREE THOUSAND FIVE HUNDRED AND 00/100 (\$3,500.00) DOLLARS or a maximum of TWENTY (20) HOURS.

The parties agree that Consultant will provide additional services as set forth herein:

1. Compile existing data from various departments on how credit card processing is currently being done including but not limited to:
 - a. Analyzing various Merchant statements to determine fees being charged, usage of card brands and types across departments, number of collections being processed, cost per transaction across departments.
 - b. Review software in use in each department to process credit cards on-line and in person.
 - c. Determine what fees are currently being charged for services across departments.
2. Work with Department Heads and Director of Automated Services to determine which departments could convert to a mutual source for software and processing
3. Determine if change to mutual source would be cost effective, estimate a time frame and if a provider could be piggy backed on an existing government contract.

4. Work with Department Heads and Director of Automated Services to determine if costs should be absorbed or a fee charged to cardholder.
5. Make written recommendation to the Town with supporting backup documentation based on findings of research, analysis, and feedback from Department Heads and Director of Automated Services.

IN WITNESS WHEREOF: The parties hereto have caused this Addendum to the December 17, 2018 Agreement to be executed as of the date and year first set forth hereinabove.

TOWN OF ORANGETOWN BY:

GOLDKAP CONSULTING GROUP, LLC BY:

CHRISTOPHER DAY, SUPERVISOR

WALTER GOLDMAN, PRESIDENT

Dated: August ____, 2019

Dated: August ____, 2019

RECEIVED

AUG 05 2019

TOWN OF ORANGETOWN

SPECIAL USE PERMIT FOR USE OF TOWN PROPERTY

PERMIT # 19-SP-34

RECEIVED
AUG 13 2019
Orangetown Police Department

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

EVENT NAME: South Nyack 10 Mile Run
APPLICANT NAME: Village of South Nyack
ADDRESS: 282 S. Broadway, South Nyack, N.Y. 10960
PHONE #: 845-358-0287 CELL # _____ FAX # 845-358-0630
CHECK ONE: PARADE _____ RACE/RUN/WALK OTHER _____

The above event will be held on DAY 8, 2019 from 8:30am to 12:00pm RAIN DATE: NA
Location of event: South Nyack - between Livingston Place & the Esposito trail on the trail to Livingston Place
Sponsored by: Village of South Nyack Telephone #: 845-358-0287
Address: Same as above
Estimated # of persons participating in event: 400 vehicles 4

Person (s) responsible for restoring property to its original condition: Name-Address-Phone #:
James Johnson DPW Superintendent 282 S. Broadway
Office 845-358-0287 Cell 845-358-1795
Signature of Applicant: [Signature] Date: 8-5-19

GENERAL INFORMATION REQUIRED (HIGHWAY/PARKS)

Letter of Request to Town Board requesting aid for event - Received On: 8.5.19
Certificate of Insurance - Received On: 8.5.19

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit: Y N Received On: _____ X
Rockland County Highway Dept. Permit: Y N Received On: _____ X
NYSDOT Permit: Y N Received On: _____ X
Route/Map/Parking Plan: Y N Received On: _____ X
RFS #: _____ X BARRICADES: Y N CONES: Y N TRASH BARRELS: Y N OTHER: Road Use Only

APPROVED: [Signature] DATE: 8.6.19
Superintendent of Highways

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

Showmobile: Y N Application Required: Fee Paid - Amount/Check # _____
Port-a-Pots: Y N Other: _____
APPROVED: [Signature] DATE: 8/13/19
Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

APPROVED: [Signature] DATE: 8/13/19
Chief of Police

*** (Please return to the Highway AND/OR Parks Department to be placed on the Town Board Agenda) ***

Workshop Agenda Date: _____ Approved On: _____ TBR #: _____

RECEIVED
AUG 15 2019
TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

Village of South Nyack
Rockland County, N.Y.

Incorporated 1878

BONNIE R. CHRISTIAN
MAYOR

RECEIVED
AUG 08 2019
TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

282 S. BROADWAY
SOUTH NYACK, NY 10960
(845)358-0287

August 5, 2019

Chris Day, Supervisor
Town of Orangetown
26 Orangeburg Road
Orangeburg, NY 10962

Dear Supervisor Day:

On Sunday, September 8th, the Village of South Nyack will host its 31st annual 10 Mile Run starting at 8:30 a.m. The race is being organized by the Rockland Road Runners Association.

The Village of South Nyack again requests that permission be granted by the Town Board allowing the runners to use the section of South Broadway between Livingston Place and the entrance to the Esposito Memorial Trail and the portion of the trail which is located in the unincorporated portion of the Town of Orangetown. Please note that this will not require any road closing.

The race is covered by South Nyack's municipal liability insurance. In addition, we have arranged for additional insurance (one million per incident.) through the Rockland Road Runners Association, with the Villages of South Nyack, Grand View and Piermont and the Town of Orangetown as additional insured.

Enclosed is our "Special Use Permit" Request along with our Certificate of Insurance. We have also faxed this information to the Superintendent of Highways.

We thank Orangetown for its continued support of this event.

Sincerely,



Bonnie R. Christian
Mayor

cc: Orangetown Police Chief Donald Butterworth
James Dean, Superintendent of Highways

FAX

19-SP-34

FROM

Jill Schwarz
Village of South Nyack
282 South Broadway
South Nyack
New York 10960

Phone (845) 358-0287 * 102
Fax Number (845) 358-0287

TO

Mr. James Dean, Superintendent of Highways
Town of Orangetown

Phone
Fax Number +18453596062

DATE 08/05/2019

NOTE

Attached please find a permit application for the South Nyack 10 Mile Run to be held on Sunday, September 8, 2019.
Thank you,
Jill

Road Use Only -



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/6/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). **RECEIVED**
AUG 05 2019

PRODUCER Insurance Management Group 959 E. 4th St. P.O. Box 1600 Marion IN 46952		CONTACT NAME: Margaret Mayers PHONE (A/C, No, Ext): (260) 338-2925 FAX (A/C, No): E-MAIL ADDRESS: mmayers@insmgt.com	
INSURED Road Runners Club of America/2019 and Its Member Clubs 1501 Lee Highway, Suite 140 Arlington VA 22209		INSURER(S) AFFORDING COVERAGE INSURER A: National Casualty Company INSURER B: Nationwide Life Insurance Co. INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 11991 66869	

COVERAGES **CERTIFICATE NUMBER:** 2019 \$2M A.I. **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Legal liability to Participant \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			KR00000007654600	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ Unlimited PRODUCTS - COMP/OP AGG \$ 2,000,000 Abuse and Molestation \$ 500,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			KR00000007654600	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Medical & Accident (\$250 deduction)			SPX0000030282400	12/31/2018	12/31/2019	Excess Medical \$10,000 AD & Specific Loss \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED. **DATE OF EVENT(S):** 9/08/19 South Nyack 10-Mile Run **INSURED RRCA CLUB/EVENT MEMBER:** Rockland Road Runners Club, Att'n: John Altieri, PO Box 132, Congers, NY 10920

CERTIFICATE HOLDER 09/08/19 Town of Orangetown Attn: Town Clerk 260 Orangeburg Road Orangeburg, NY 10962	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Terry Diller/MARG <i>Terry R. Diller</i>
---	---

19 SP 34



VILLA13

OP ID: 4PAT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/28/2019

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

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

PRODUCER CLG Insurance 172 Main Street Nanuet, NY 10954 DSL Enterprises LLC	845-623-3434	CONTACT NAME: PHONE (A/C, No, Ext): 845-623-3434 FAX (A/C, No): 845-623-4332 E-MAIL ADDRESS: certificates@clginsurance.com
	RECEIVED AUG 05 2019 TOWN OF ORANGETOWN HIGHWAY DEPARTMENT	INSURER(S) AFFORDING COVERAGE INSURER A: Selective Way INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			S1549730	03/01/2019	03/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			S1549730	03/01/2019	03/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000			S1549730	03/01/2019	03/01/2020	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 18,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

RE: Annual 10 Mile Run.

Town of OT- additionally insured

CERTIFICATE HOLDER TOWNR26 Town of Orangetown 26 Orangeburg Road Orangeburg, NY 10962	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



Application for Showmobile Use

Showmobile Requirements

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

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

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

Upload Certificate of Insurance CERTIFICATE OF INSURANCE (COI).Pdf 247.72KB
Insurance *

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

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

Additional Requirements:

- + Certificate of insurance required. Must name the Town of Orangetown as additionally insured.
- + Rental Costs: \$400.00 plus labor.

Showmobile Application

Event Information

Event/Festival Name * One Love Culture Festival

Event Location Name * German Masonic Park

Event Address *

Street Address
120 Western Highway South
Address Line 2
City Tappan State / Province / Region NY
Postal / Zip Code 10983-1934 Country US

Setup Date & Time * 8/11/2019
08:00:00 AM

Take-Down Date & Time * 8/11/2019
10:00:00 PM

Stair Arrangement *

- Right side of stage
- Left side of stage
- Front of stage
- Not Sure

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

Placement *

- Pavement
- Grass/Field
- Other

Applicant Information

Applicant's Name * GREGORY JOSEPH

Organization Name * The Mind Of A Winner

Organization Address * 214 W 39th St PH

Organization City * NY

Organization State * NY

Phone (w) * 845-405-6230

Phone (c) * 845-405-6230

Email * gregvjoseph@gmail.com

Signature *

Gregory Joseph

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

*

I accept the terms and conditions



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

July 29, 2019

THE TOWN OF ORANGETOWN
26 W ORANGEBURG RD
ORANGEBURG NY 10962-1706

Account Information:

Policy Holder Details :	The Mind of a Winner
--------------------------------	----------------------



Contact Us

Business Service Center

Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)

Phone: (866) 467-8730

Fax: (888) 443-6112

Email: agency.services@thehartford.com

Website: <https://business.thehartford.com>

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/29/2019

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

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

PRODUCER NORTHEAST AGENCIES INC/PHS 01214608 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78265	CONTACT NAME: PHONE (866) 467-8730 (A/C, No, Ext):		FAX (888) 443-6112 (A/C, No):
	E-MAIL ADDRESS:		
INSURED The Mind of a Winner 18 WOODLAND TER ORANGEBURG NY 10962-2318	INSURER A: Twin City Fire Insurance Company		29459
	INSURER B: Hartford Accident and Indemnity Company		22357
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability			01 SBM BE4564	03/05/2019	03/05/2020	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	
							AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			01 WEG AC9LC7	03/05/2019	03/05/2020	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000

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

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER**CANCELLATION**

THE TOWN OF ORANGETOWN
 26 W ORANGEBURG RD
 ORANGEBURG NY 10962-1706

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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TOWN OF ORANGETOWN
DEPARTMENT OF PARKS RECREATION AND
BUILDING MAINTENANCE

CONTRACT DOCUMENTS

FOR

CONTRACT NO. PARKS-06-2019

2019 TOWN CLERKS OFFICE BALLISTIC WINDOW INSTALLATION

July 31, 2019

TOWN OF ORANGETOWN

81 HUNT RD

ORANGEBURG, NEW YORK

SUPERINTENDENT

ARIC T. GORTON

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APPENDIX 1 –DRAWING 1

APPENDIX 2 – DRAWING 2

NEW YORK STATE PREVAILING WAGE RATES

The wages and supplements to be paid to laborer, workman or mechanic performing work under this Contract shall be not less than the prevailing rate of wages and supplements as defined and determined by the New York State Labor Law or the Davis-Bacon Act (40 USC276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable, a copy of which, as applicable, is attached hereto or to the associated Documents.

For interested bidders, there will be a pre-bid meeting on *Friday, August 9, 2019* at 10:00 a.m. at the Orangetown Town Clerks Office located at 26 W Orangeburg Road, Orangeburg, New York 10962.

Proposals are requested from any and all parties including but not limited to minority businesses and enterprises operated and conducted by women.

The Town reserves the right to reject any and/or all proposals.

Dated: July 31, 2019
Orangeburg, NY

ARIC T. GORTON
Superintendent

ROSANA SFRAGA
Town Clerk

1. Definitions

Whenever the following words and expressions are used in these specifications, it is understood that they have the meanings given below:

Owner	Town of Orangetown as represented by its duly authorized representatives, also known as "Parks Department" and "Department of Parks Recreation and Building Maintenance."
Engineer	The term "Engineer" means the Town of Orangetown's Department of Environmental Management and Engineering or its duly authorized representative.
Bidder	Any individual, firm or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.
Contractor	Party of the second part to the Contract, acting directly or through his agents or employees. On the various bonds, the Contractor is also called the Principal.
Contract Documents	Means this Contract and shall include the advertisement, the information for bidders, the Bid, the consent of surety, the forms of bonds, the Contract, the specifications, the Contract drawings, the addenda and the notice of award.
Work	The term "work" is used to designate the equipment, materials and things required to be done, furnished or performed by the Contractor under the Contract Documents attached hereto.
Bid or Proposal	The approved prepared form on which the bidder is to submit or has submitted proposal for the work contemplated.
Surety	The corporate body which is bound with and for the Contractor and Which engages to be responsible for his acceptable performance of the work for which he has contracted.
Performance Bond	The approved form of security furnished by Contractor and his surety as a guarantee of the completion of the project.
Bid Bond	The security to be furnished by the bidder as guarantee of his ability to procure the minimum equipment and liquid assets specified and that he will enter into a Contract with the "Owner" for the performance of the work, if the work involved in the proposal is awarded to him.
Labor and Materials Payment Bond	The approved form of security furnished by the Contractor and his surety as a guarantee of the payment of all employees and material men.
Site	The area or areas which are the location(s) for the performance of the work.

Plans or Drawings	The Contract and working drawings as specifically defined in the General Contract Conditions of this Contract.
Specifications	The body of directions, requirements, etc., contained in this documents, together with all documents of any description and agreements made (or to be made), pertaining to the methods, (or manner) of performing the work, or the quantities and quality (as shown by test records) of accepted materials to be furnished under this Contract. Specifications shall also include the Notice to Bidders, Proposal, Contract Agreement and Bond, and any Addenda issued.
Contract	The agreement covering the performance of the work and the furnishing of materials in the construction of the project. It shall include the Notice to Bidders, Instructions to Bidders, Proposal, Contract, General and Specific Contract Conditions and Bid Bonds, Plans or Drawings, Specifications, Addenda and any and all other writings necessary to complete the project.
Material	Any approved material acceptable to the Engineer and conforming to the requirements of the specifications. All processes and materials shall at all times be open to inspection and testing by the Engineer and his authorized representatives.
Project	The improvement set forth in the plans and specifications and all additions thereto.
Completion	The word 'completion' shall mean full and exact compliance and conformity with the provisions and requirements expressed or implied in the specifications and the plans, accompanying and forming a part of the same, including all amendments, revisions, corrections or additions, duly authorized.
Sub-Contractor	An individual, firm or corporation having a direct Contract with the Contractor or with any other Sub-contractor for performance of a part of the work of this project.

2. Receipt and Opening of Bids

The Town of Orangetown, Rockland County, New York, herein called the "Owner", invites proposals on the forms attached hereto, all blanks on which must be filled in appropriately. Proposals shall be received by the Owner at Town Hall, No. 26 Orangeburg Road, Orangeburg, New York until 10:30 A.M. on **August 20, 2019** and will be publicly opened and read aloud at 11:00 A.M. The envelopes containing the proposals must be sealed, addressed to the Town Clerk, Town of Orangetown, No. 26 Orangeburg Road, Orangeburg, New York, and are to be designated as **"BIDS FOR TOWN CLERKS BALLISTIC WINDOW INSTALLATION"**

The Owner may consider informal any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities in, or reject any and all proposals. Any proposal received after the time and date specified shall not be considered.

3. Not Applicable

4. Preparation of Bid

Bids must be submitted on the prescribed form.

All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the proposal is submitted. (If forwarded by mail, the sealed envelope containing the proposal, and marked as directed above, must be enclosed in another envelope addressed as specified in the Bid Form, preferably by Certified Mail.) If mailed, it is the Bidder's responsibility to insure that the bid is received prior to 10:30 A.M. August 20, 2019.

5. Modification of Bids

Any Bidder may modify his bid by written or telegraphic communication provided such communication is received by the Owner prior to the scheduled closing time for receipt of Bids. The communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the original bid is opened.

6. Withdrawal of Bids

A Bid may be withdrawn prior to the scheduled time for the opening of bids by written request or in person. No bid may be withdrawn after the time scheduled for bid opening unless the forty-five (45) days specified in the Article "AWARD OF CONTRACT" of these INSTRUCTIONS TO BIDDERS shall have elapsed.

7. Qualifications of Bidder

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any proposal if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated herein. Conditional proposals will not be accepted.

8. Not Applicable

9. Award Of Contract

Within forty-five (45) days after the opening of Bids, unless otherwise stated in the INVITATION TO BID, INSTRUCTIONS TO BIDDERS or SPECIAL CONDITIONS, award of the Contract will be made to the lowest, responsive, responsible Bidder.

A. In order to be considered responsive, a Bid must:

1. Conform in all respects to the conditions in the Invitation to Bid and these Instructions to Bidders;

2. Conform in all respects to the requirements in all Attachments contained in the Contract Documents;

B. In order to be considered responsible, a Bidder must establish to the complete satisfaction of the Owner as a minimum that he has:

1. Adequate financial resources to meet his Contract obligations and maintain them for the Contract period;
2. Adequate equipment to perform the work properly and within the time prescribed in the Contract;
3. The necessary experience and technical qualifications in the type of work provided for in the Contract.

C. The Owner reserves the right to reject all Bids, or any bid not in compliance with the Contract Documents, and to waive any informalities in Bids received.

10. Bid Bond

Each bid shall be accompanied by a check or a bid bond executed by a surety company acceptable to the Owner in an amount not less than five percent (5%) of the amount bid, conditioned that if the bid is accepted, the Bidder will enter into a Contract for the work and he will execute such further security as may be required for the faithful performance of the Contract.

11. Liquidated Damages for Failure to Enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the Contract and bond required within ten (10) days after he has received notice of the acceptance of his proposal, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his proposal.

12. Pre-work Conference

Prior to commencing work on this project, the Owner shall call a conference to be attended by the Contractor and the Owner. A plan shall be initiated at this conference regarding the prosecution of the work and required action to comply with requirements of agencies having jurisdiction.

13. Condition of Work

Each bidder must inform himself fully of the conditions relating to the construction and labor under which the work will be performed. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions set forth in his proposal. Insofar as possible, the Contractor, in the carrying out of his work, must employ such methods or means as will not cause any interruptions of or interference with the routine operations of Owner's facility and personnel.

Bidders are notified that it is obligatory upon them to obtain by their own means information which they may require as to existing physical conditions. Each bidder in

bidding, represents that he relies exclusively upon his own investigations and he makes his bid with a full knowledge of all conditions, and the kind, quality, and quantity of work required.

14. Operations Maintained

It is essential to the public safety that inconvenience to local property owners be kept to a minimum.

If pavement restoration is not completed, the Contractor shall be responsible for prompt and efficient snow removal within the work area limits.

15. Site Inspection

At the time of the opening of proposals, each bidder will be presumed to have inspected the site of the proposed work, and to have read and to be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any bidder to receive or examine any form, instrument or documents, shall in no way relieve any bidder from any obligation in respect to his proposal.

16. Addenda and Interpretations

No interpretation of the meaning of the specifications, or other Contract Documents will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to Town of Orangetown, Department of Parks, Recreation and Building Maintenance, 81 Hunt Rd. Orangeburg, New York, 10962 and to be given consideration must be received at least (5) five days prior to the date fixed for the opening of proposals.

Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Contract Documents, which if issued, will be mailed to all prospective bidders at the respective addresses furnished for such purposes not later than three (3) days prior to the date fixed for the opening of proposals. Failure of any bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under his proposal submitted. All addenda so issued shall become part of the Contract Documents.

17. Security for Faithful Performance

Simultaneously with its delivery of the executed Agreement, the Contractor shall furnish to the Owner two (2) executed bonds in an amount at least equal to one hundred percent (100%) of the Contract Price, as security for faithful performance (Performance Bond) of this Contract and for the payment of all persons performing labor on the project under this Contract and for the payment of all persons performing labor and furnishing materials (payment Bond) in connection with this Contract, in such form as acceptable to the Town Attorney and by a surety company authorized to transact business in the State of New York.

18. Power of Attorney

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified copy of their power of attorney to sign said bids.

19. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State, and Municipal Laws, and rules and regulations of all authorities having jurisdiction over construction work in the locality of the project shall apply to the Contract throughout, and they are deemed to be included herein the same as though herein written out in full.

All Contractors actually undertaking the work required shall save and hold harmless the Town of Orangetown from any and all costs, fees, disbursements, attorneys fees and damages (actual, consequential, or exemplary), awarded in any manner whatsoever through suit, settlement or otherwise, arising out of any claims, suit, action or dispute involving wages paid to all subcontractors, employees, independent contractors, or other persons employed by a contractor employed by the Town of Orangetown

This Contract may not be assigned by the contractor or its right, title and interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent in writing of the Town of Orangetown and any attempts to assign the Contract without the Town's written consent shall be deemed a breach thereof.

The Town shall have no liability under this Contract to the contractor or anyone else beyond the funds appropriated and available for the Contract. This Contract shall be void and of no force and effect unless the contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers Compensation Law. Failure to do so shall constitute a breach of this Contract.

The contractor must maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to the performance under this Contract hereinafter collectively called the records. The records must be kept for the balance of the calendar year in which they were made and for six additional years thereafter.

In addition to the methods of service allowed by the New York State Civil Practice Law and Rules, the contractor consents to service of process upon it by certified mail, return receipt requested. Service hereunder shall be completed upon the contractor's actual receipt of process or upon the Town's receipt of the return thereof by the United States Postal Service as refused or undeliverable. The Contractor must promptly notify the Town in writing of each and every change of address to which service or process can be made. Service by the Town to the last known address shall be sufficient. The Contractor will have thirty calendar days after service hereunder as complete in which to respond.

20. Lowest Qualified Bidders and Award of Work

Only qualified bidders who have adequate experience, finances, equipment and personnel will be considered in making awards. An award will be made to the lowest qualified bidder, except that the Owner reserves the right to waive any informalities in and reject any and all proposals, or to make an award to other than the low bidder or to advertise for new proposals, if it be deemed to be in the best interests of the Town of Orangetown to do so.

21. Time for Completion

The attention of the bidder is directed to the General Contract Conditions and to Article 33 entitled "Time of Commencement and Completion", bound with and forming part of the Contract Documents.

BID PROPOSAL

C. BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. BIDDER does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the prices(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

E. BIDDER is aware of the general nature of Work to be performed by OWNER and others at the Site, if any, that relates to the Work as indicated in the Bidding Documents.

F. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

G. BIDDER has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Bidding Documents, and the written resolution thereof by OWNER is acceptable to BIDDER.

H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

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

5.01

A. BIDDER will perform the Work in accordance with the Contract Documents for the prices entered in the Schedule of Bid Items which follows. Individual Bid Items are more fully defined in the Bid Item Description pages of Section 3 of the specifications.

B. BIDDER acknowledges that BIDDER's price(s) constitutes BIDDER's sole compensation for performing all Work required by the Contract Documents, and if a particular part of the Work is not listed in the Bid Item Descriptions, BIDDER has included that part of the Work in the Bid Item Description which it most logically belongs.

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the Town of Orangetown, at the office of the Town Clerk, Town Hall, 26 Orangeburg Road, Orangeburg, New York 10962, until 10:30AM on **TUESDAY, AUGUST 20, 2019**, and then be publicly opened and read aloud at 11:00AM.

Copies of the Specifications, Bid Blanks and all necessary information may be obtained at the Office of the Town Clerk, between the hours of 8:00AM and 4:00PM, Monday through Friday. Bids must be submitted on official forms and in sealed envelopes at the above address and shall bear on the face thereof the name and address of the bidder, and the words **"BIDS FOR TOWN CLERKS BALLISTIC WINDOW INSTALLATION"**.

All proposals must be accompanied by a Statement of Non-Collusion in conformity with the requirements of Section 103-d of the General Municipal Law, as amended, and security in a sum equal to the five percent (5%) of the amount proposed.

Simultaneously with its delivery of the executed Agreement, the Contractor shall furnish to the Owner two (2) executed bonds in an amount at least equal to one hundred percent (100%) of the Contract Price, as security for faithful performance (Performance Bond) of this Contract and the for payment of all persons performing labor on the project under this Contract and for the payment of all persons performing labor and furnishing materials (Payment Bond) in connection with this Contract, in such form as acceptable to the Town Attorney and by a surety company authorized to transact business in the State of New York.

The Contractor shall furnish to the Owner a Maintenance Bond in the amount of one percent (1%) of the amount of the Contract, prior to final payment and executed by the Contractor as principle and having surety thereon a surety company acceptable to the Owner guaranteeing that the Contractor will either repair any work found to be defective or if it has been rejected by the Owner, remove it from the site and replace it at no additional cost to the Owner. The bond shall remain in effect for a period of one (1) year from the date of substantial completion.

BID PROPOSAL

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

PRE-BID MEETING:

There will be a mandatory pre-bid meeting on: **AUGUST 9, 2019 at 10:00 a.m.** at Orangetown Town Clerks Office, 26 W. Orangeburg Rd., Orangeburg, NY 10962.

TECHNICAL SPECIFICATIONS:

BID SPECIFICATIONS – Bid No. PARKS-06-2019
2019 – TOWN CLERKS OFFICE BALLISTIC WINDOW INSTALLATION

Ballistic Resistant Security Metal Fixed Window Systems

Town Clerk/Receiver of Taxes office Orangetown Town Hall.
26 W. Orangeburg Rd.
Orangeburg, NY 10962

Part 1 – General

- 1.1 Due to the importance of all Bidders having a clear understanding of the scope of work and requirements of this solicitation, **attendance is mandatory** at the pre-bid site meeting. Attendance at is a **required** prerequisite to submitting a bid. Bids will only be accepted from those who are represented at this pre-bid site meeting. Attendance at the pre-bid meeting will be evidenced by the representative's signature on the attendance sheet.

If any person contemplating submitting a bid for the proposed Work is in doubt as to the true meaning of any part of the proposed Documents or discrepancies of any sort between existing conditions and proposed new Work, a written request for an interpretation must be submitted. Any interpretation or modification will be made by Addendum only issued by the Town.

1.2 **Description**

- A. **Work Included:** Provide Ballistic Resistant Security Metal Fixed Window Systems and Armorcore panels where shown on drawings and specified herein.
- B. **Ballistic Protection:** The level of ballistic protection required for this project is required to meet NIJ Standard 0108.01 2.2.5, Type III (High-Powered Rifle) This armor protects against the standard test round as defined in section 5.2.5. It also

provides protection against most lesser threats such as 223 Remington (5.56 mm FMJ), 30 Carbine FMJ, and 12 gauge rifle slug, as well as the threats mentioned in sections 2.2.1 through 2.2.4 as outlined below and as tested to UL 752 Standard for Safety: **(ALL COMPONENTS ARE TO PROVIDE THE SAME LEVEL OF BALLISTIC PROTECTION)**

2.2.1 Type 1 (22 LR; 38 Special)

This armor protects against the standard test rounds as defined in section 5.2.1. It also provides protection against lesser threats such as 12 gauge No. 4 lead shot and most handgun rounds in calibers 25 and 32.

2.2.2 Type II-A (Lower Velocity 357 Magnum; 9 mm)

This armor protects against the standard test rounds as defined in section 5.2.2. It also provides protection against lesser threats such as 12 gauge 00 buckshot, 45 Auto., 38 Special

P and some other factory loads in caliber 357 Magnum and 9 mm, as well as the threats mentioned in section 2.2.1.

2.2.3 Type II (Higher Velocity 357 Magnum; 9 mm)

This armor protects against the standard test rounds as defined in section 5.2.3. It also provides protection against most other factory loads in caliber 357 Magnum and 9 mm, as well as threats mentioned in section 2.2.1 and 2.2.2

2.2.4 Type III-A (44 Magnum; Submachine Gun 9 mm)

This armor protects against the standard test rounds as defined in section 5.2.4. It also provides protection against most handgun threats as well as the threats mentioned in sections 2.2.1 through 2.2.3. 2

- C. **Related Work:** Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

Except for the items specifically listed in this Section, finish paint, glass and glazing are furnished and installed under other sections of these Specifications.

1.3 Quality Assurance

- A. **Experience:** Provide work of this Section designed and furnished by one manufacturer. Use a manufacturer who is ISO9001:2000 certified and has been engaged in the manufacture of Bullet-Resistant Security Metal Fixed Window systems for at least five (5) years immediately prior to the start of this work, and who has a history of successful production acceptable to the Architect.

B. **Testing:** The complete window system shall be tested and certified by an independent laboratory to UL 752 Standard for Safety and in conformance with NIJ Standard 0108.01 2.2.5.

1.4 References

- A. **ASTM A1008** - Standard Specification for Steel, Carbon, Cold-Rolled Sheet, Commercial Quality.
- B. **ASTM A1011** - Standard Specification for Steel, Hot-Rolled Sheet and Strip, Commercial.
- C. **ASTM A653** - Standard Specification for Steel Sheet, Zinc-coated (Galvanized) or Zinc-Iron alloy Coated (Galvannealed) by the Hot Dipped Process.
- D. **ASTM B117** - Standard Method of Salt Spray (Fog) Testing
- E. **ASTM D1735** - Standard Practice for Testing Water Resistance of Coating Using Water Fog Apparatus.
- F. **UL 752** – Bullet-Resisting Equipment
- G. **HMMA 840** – Installation and Storage of Hollow Metal Doors and Frames.

1.5 Submittals

- A. **Shop Drawings:** Submit a schedule of items to be provided under this Section along with shop drawings in sufficient detail to show fabrication, installation, anchorage and interface of the work of this section with the work of adjacent trades.
- B. **Certification:** Provide certification that the window construction utilized has been tested at an independent laboratory in accordance with UL 752 Standard for Safety and meet the bullet-resistant level requirements of this section.
- C. **Secondary Requirements**
 - 1. **Blast/Pressure Resistance** – If required, certify by test reports or design calculations that assemblies meet the seating and/or unseating pressure requirements for the project.
- D. **Warranty:** Upon completion of the work of this Section, provide the Town with two (2) copies of the manufacturer's standard written one (1) year warranty.

Part 2 - Products

2.1 Design

- A. **Design Basis and Type:** Bullet-Resistant Security Metal Fixed Window System design, with vented 12" grille at top with same material and BR rating as the frame and Armorcore panels installed at the outside face of the existing counter walls and faced with finish grade plywood to match existing millwork.
- B. **Performance:** Bullet-Resistant Security Metal Fixed Window System to meet NIJ Standard 0108.01 2.2.5, Type III (High-Powered Rifle) This armor protects against the standard test round as defined in section 5.2.5. It also provides protection against most lesser threats such as 223 Remington (5.56 mm FMJ), 30 Carbine FMJ, and 12 gauge rifle slug, as well as the threats mentioned in sections 2.2.1 through 2.2.4 as outlined below and as tested to UL 752 Standard for Safety:
- C. **Components:** Assemblies to be complete with metal frame, glass and glazing and Armorcore panels. Glass and glazing material shipped loose to be field installed.

2.2 Fabrication

- A. **General:** Assemble work using all welded construction conforming to the applicable requirements of AWS D1.1 and D1.3.
- B. **Materials:** Construct from formed sheet conforming to ASTM A1008 or ASTM1011. Steel plates and shapes for reinforcing and/or framing members shall conform to ASTM A36 and bars shall conform to ASTM A108 Grade 1018.
- C. **Frame Design:** Bullet-Resistant Security Metal Fixed Window Frames shall be constructed in accordance with NIJ Standard 0108.01 and the manufacturer's UL approved designs of the BR level specified. Knock-down frames are not acceptable, unless sizes of frames exceed shipping limitations. After installation, field splices required because of shipping limitations must be field welded by certified welders per manufacturer's instructions and in accordance with AWS D1.1/D1.3.
- D. **Anchors:** Provide suitable anchors to properly install frames in partition types shown on Architects drawings.
- E. **Finish:** After fabrication of frames, all tool marks and surface imperfections shall be removed and exposed faces of all welded joints dressed smooth. Finish to be Brushed Steel.

Part 3 - Execution

3.1 Site Storage and Protection of Materials

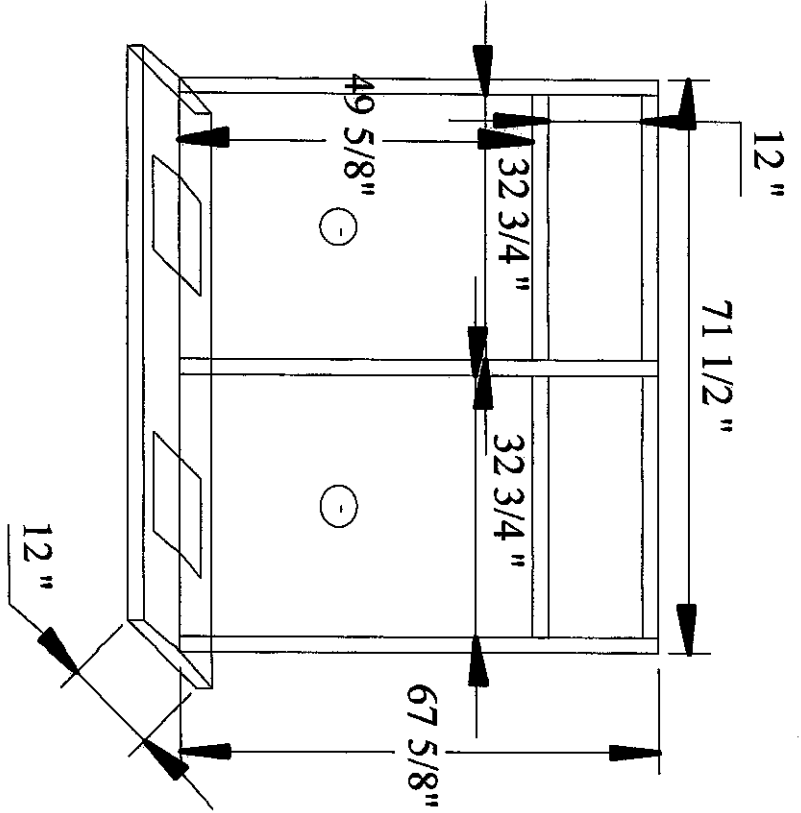
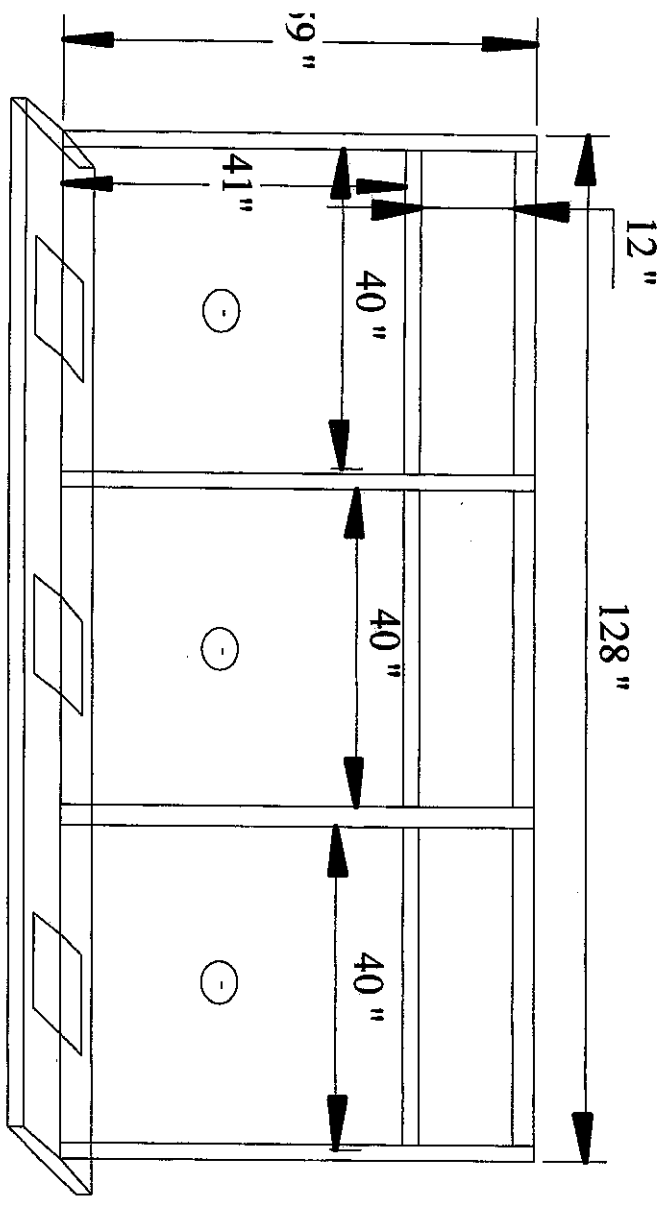
- A. **Receipt:** Upon receipt of product, all materials shall be thoroughly inspected and all discrepancies, deficiencies and/or damages shall be immediately reported to the supplier in writing.
- B. **Storage:** Store all materials on planks or dunnage in a dry location in a vertical position, spaced by blocking to permit air circulation between units. Cover all material or store in a controlled area to protect from damage.

3.2 **Installation**

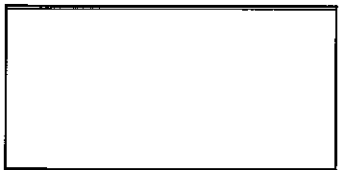
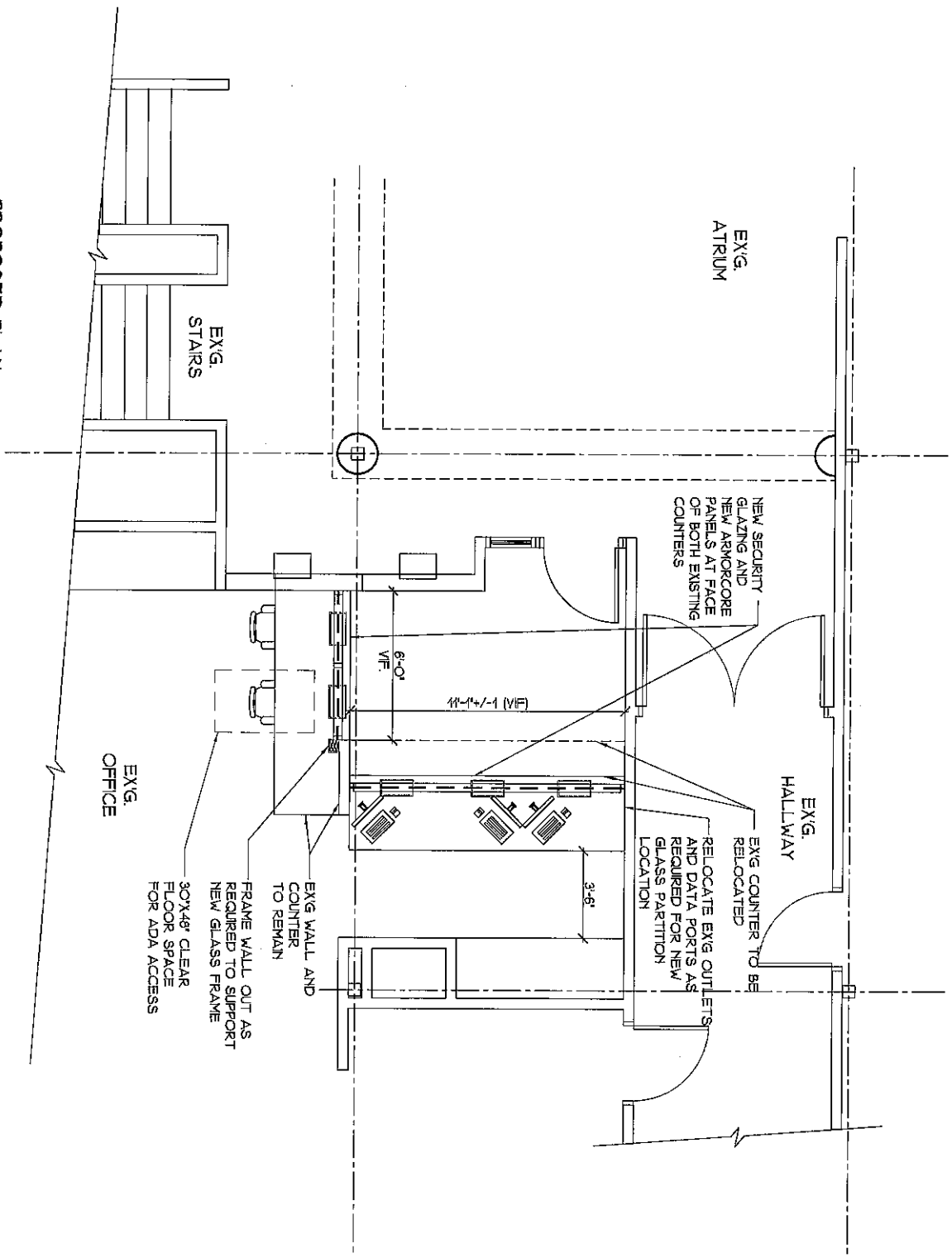
- A. Prior to installation, secure the services of a qualified representative of the manufacturer to visit the job site and instruct the contractor's personnel in proper installation and adjustment of the assemblies or secure services of manufacturer's factory trained and authorized installer to perform installation of assemblies.
- B. Install work of this Section in strict accordance with approved shop drawings and manufacturer's recommended installation instructions. Where installations require field welding, all work must be performed by certified welders in accordance with AWS D1.1/D1.3.
- C. Upon installation, secure the services of a qualified representative of the manufacturer to visit the jobsite and inspect the complete installation of the window assemblies and direct installer in correcting any non-conforming items found.

MONSEY GLASS CONTRACTING
JOBNAME: TOWN OF ORANGETOWN CLERKS'S OFFICE

BRUSHED STAINLESS STEEL BULLET RESISTANT FRAMES AND DEAL TRAYS
N666 BULLET RESISTANT SPEAK THRU'S LEVEL 3 GLASS
VENTED GRILLS ABOVE GLASS ?



PROPOSED PLAN
SCALE: 1/4" = 1'-0"



RENOVATION
TOWN CLERKS OFFICE
TOWN OF ORANGETOWN

DATE
JUNE 11, 2019

DWG. #
A-1
OF 2

C.R. Laurence Co., Inc.

Catalog Number BRF300
Level 3 Bullet Resistant Fiberglass Panel

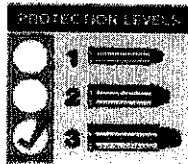
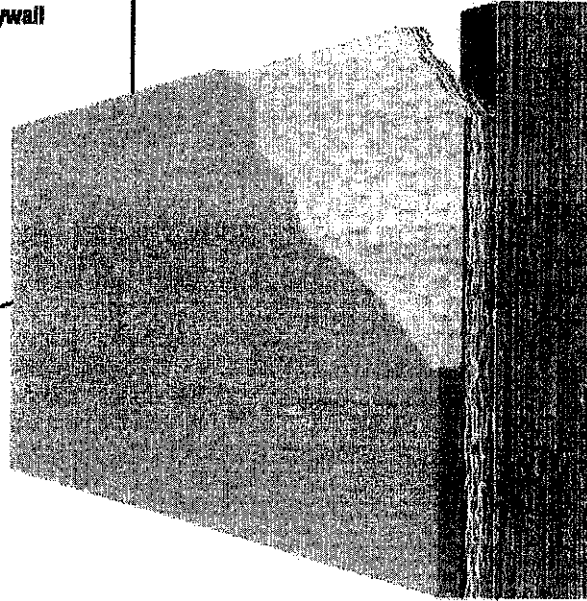
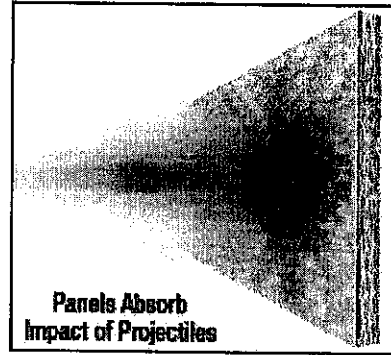
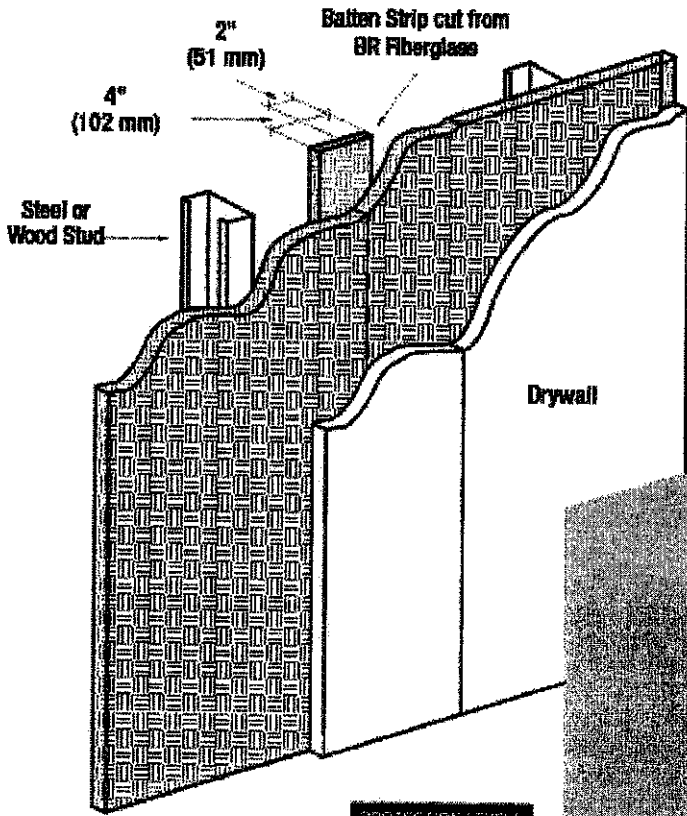
Standard Panel Size 7/16" x 48" x 96"
138 lbs (nominal thickness/weight can vary)

Ballistic Protection Level 3
Super Powered Small Arms
Tested Per UL 752 Standard

Certified fire rating of 60 minutes tested with fire
against the interior surface only.

Tested in accordance with
ASTM Method E119-00A
Fire Tests of Building Construction Materials
As a Nonbearing Wall Assembly

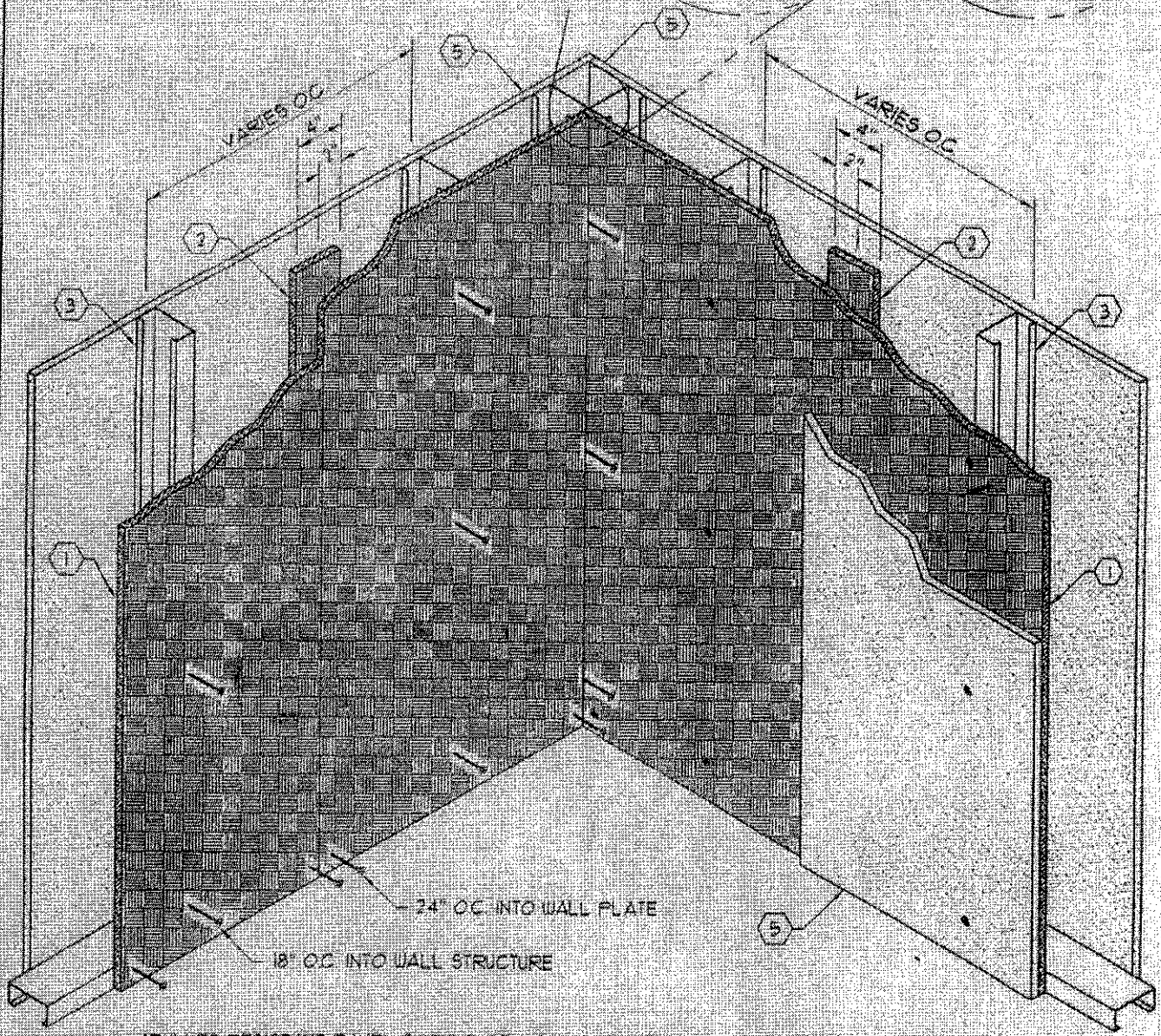
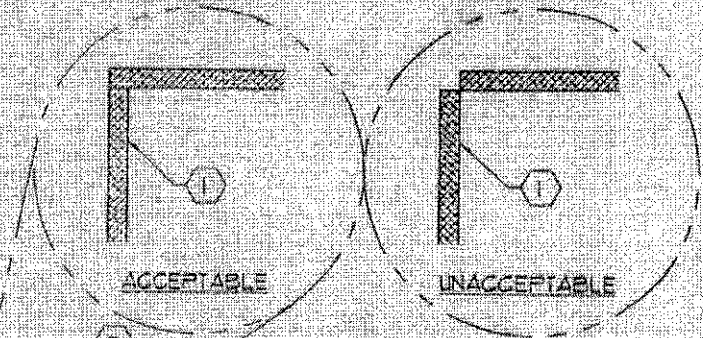
Tested as component of a non-load bearing wall: assembly consisting of steel stud wall with unexposed side covered with a single piece of 5/8" thick type X gypsum wallboard. Exposed side of wall clad with 7/16" BRF300 fiberglass panel and a layer of 5/8" type X gypsum wallboard.



FABRICATION INSTRUCTIONS

NOTES:

- ① UL LISTED BULLET RESISTANT FIBERGLASS PANEL
- ② BATTEN STRIP (CUT FROM FIBERGLASS FULL SHEET)
- ③ STEEL OR WOOD STUDS (BY OTHERS)
- ④ JOINTS BETWEEN FIBERGLASS PANELS MUST BE KEPT AS TIGHT AS POSSIBLE
- ⑤ DRYWALL PANEL (BY OTHERS)



(BULLET RESISTANT PANEL SHOULD BE INSTALLED WITH FULL LOAD RESTING SECURELY AGAINST SLAB. ANCHOR TO WALL PLATE AND WALL STRUCTURE AS SHOWN.)

Any butt joints or seams create a ballistic weakness at the seam. To insure ballistic integrity, we recommend that you incorporate 4" overlap strips (battens). These strips insure a 2" ballistic overlap on each side of the seam. Conformity to curved surfaces can be handled by placing 12" to 18" vertical strips following the inside curvature of the surface to be protected. The same 4" overlap strips should be employed at each joint.

C.R. Laurence Co., Inc.

Catalog Number BRF300
Level 3 Bullet Resistant Fiberglass Panel

Standard Panel Size 7/16" x 48" x 96"
138 lbs (nominal thickness/weight can vary)


Ballistic Protection Level 3
Super Powered Small Arms
Tested Per UL 752 Standard


Certified fire rating of 60 minutes tested with fire
against the interior surface only.

Tested in accordance with
ASTM Method E119-00A
Fire Tests of Building Construction Materials
As a Nonbearing Wall Assembly

Tested as component of a non-load bearing wall: assembly consisting of steel stud wall with unexposed side covered with a single piece of 5/8" thick type X gypsum wallboard. Exposed side of wall clad with 7/16" BRF300 fiberglass panel and a layer of 5/8" type X gypsum wallboard.

Call Today: **888.997.3069**
(tel:+18889973069)

Resources 
(<https://www.tssbulletproof.com/bulletproof-download-center/>)

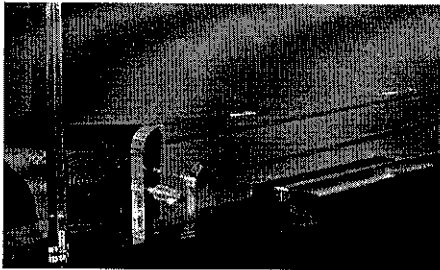
Jobs 
(<https://www.tssbulletproof.com/jobs/>)

PRODUCTS 

PROJECTS 

(<https://www.tssbulletproof.com/bullet-proof-security-products/>)(<https://www.tssbulletproof.com/completed-projects/>)(<https://www.tssbulletproof.com/>)

Bullet Proof Protection Levels




Standard UL Protection Level Ratings

Security levels for bullet-resistant systems have been established by UL (Underwriters Laboratory), the primary testing organization for materials used in these systems. Each level has been tested and found effective at stopping certain types of projectiles, ones most typically employed during an armed robbery. While ratings extend to Level 8, the needs of most banks, credit unions, and convenience stores are well covered in Levels 1-3.

Ratings	Ammunition	Weight (g)	Velocity Min FPS	Velocity Max FPS	Velocity MPS	No. of Shots	
Level 1	9mm Full Metal Copper Jacket with Lead Core	124 grains	8.00	1175	1293	3	
Level 2	.357 Magnum Jacketed Lead Soft Point	158 grains	10.20	1250	1375	3	
Level 3	.44 Magnum Lead Semi-Wadcutter Gas Checked	240 grains	15.60	1350	1485	3	
Level 4	.30 Caliber Rifle Lead Core Soft Point (.30-06 Caliber)	180 grains	11.70	2540	2794	774	1
Level 5	7.62mm Rifle Lead Core Full Metal Copper Jacket, Military Ball (.308 Caliber)	150 grains	9.70	2750	3025	838	1
Level 6	9mm Full Metal Copper Jacket with Lead Core	124 grains	8.00	1400	1540	427	5
Level 7	5.56mm Rifle Full Metal Copper Jacket with Lead Core (.223 Caliber)	55 grains	3.56	3080	3388	939	5
Level 8	7.62 Rifle Lead Core Full Metal Copper Jacket, Military Ball (.308 Caliber)	150 grains	9.70	2750	3025	838	5

8 Levels of Bulletproof Glass
Find out what level of Security Glass meets your needs

Download Infographic 

(<http://security.tssbulletproof.com/the-8-levels-of-bullet-resistance/>)

Safely Secure Healthcare Facilities 

Our checklist clues you into the five factors of a healthcare security plan.

Get the Checklist 

(<http://security.tssbulletproof.com/healthcare-facility-security-plan/>)

Take a Virtual Tour on the office

(<https://www.google.com/maps/preview?ie=UTF8&cid=16046152120633881342&gl=Total:>)

ARCAT
Spec Wizard
Spec Your Own Barrier


launch SpecWizard 

(http://www.arcat.com/specwizard/clients/protecti_h/oid=43676/)

We've done it again!

Inc. 500

FASTEST GROWING COMPANY
2014 - 2016

Get More Information 

(https://mk0totalsecurity0mg0kinstaodn.com/whentcontent/uploads/TSS_Inc-5000_eprint_final.pdf)

TRANSACTIONS @

BRF 300

Ratings	Ammunition	Weight (g)	Velocity Min FPS	Velocity Max FPS	Velocity MPS	No. of Shots	
Supplementary Shotgun	12-Gauge Rifled Lead Slug	1 oz.	28.30	1585	1744	483	3
Supplementary Shotgun	12-Gauge 00 Lead Buckshot (12 pellets)	1.5 oz.	42.00	1200	1320	366	3

NAVIGATION

CONTACT
US

TOTAL SECURITY SOLUTIONS
 935 Garden Lane
 Fowlerville MI 48836
[Map/Directions \(https://goo.gl/maps/D1NJK6TstRq\)](https://goo.gl/maps/D1NJK6TstRq)

[888.997.3069 \(tel:+18889973069\)](tel:+18889973069)

Industries

[\(https://www.tssbulletproof.com/industries/\)](https://www.tssbulletproof.com/industries/)

BID PROPOSAL

BID SCHEDULE OF PRICES – Bid No. PARKS-06-2019
2019 – Town Clerks Office Ballistic Window Installation

New York State Prevailing Wage rated apply to ALL work related to this bid. Certified Payrolls must be submitted with payment request.

Bidder must provide pricing for the following which is consistent with New York State Prevailing Wage or a higher union rate plus a markup for profit.

Pricing

\$ 62,000.00 (in figures)

\$ Sixty Two Thousand Dollars ^{zero cents} (in words)

BID PROPOSAL

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

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

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

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

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

- A. Required Bid Security in the form of Bid Bond or Certified Check.

- B. Required BIDDER's Qualification Statement with supporting data.
- C. Non-Collusive Bidding Certification.
- D. Statement of Surety's Intent.

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

SUBMITTED ON August 19 2019
 State Contractor License No. H-11638-07-09-00 (if applicable)

BID PROPOSAL

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

An Individual

Name (typed or printed): _____

By _____ (SEAL)
(Individual's Name)

Doing business as: _____

Business address: _____

Phone No.: _____ Fax No. _____

A Partnership

Partnership Name: _____ (SEAL)

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

Name (typed or printed): _____

Business address: _____

Phone No.: 845-352-2200 Fax No. 845-352-2215

BID PROPOSAL

A Corporation

Corporation Name: Triple C Glass Corp (SEAL)

State of Incorporation: NY

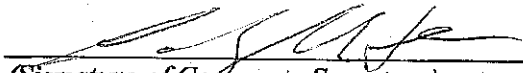
Type (General Business, Professional, Service, Limited Liability)

General Business Glass & Architectural Metal

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

Name (typed or printed): Charles Squillante Jr

Title: President

Attest:  (CORPORATE SEAL)
(Signature of Corporate Secretary)

Business address: 301 Roosevelt Avenue Spring Valley NY 10977

Phone No.: 845-352-2200 Fax No. 845-352-2215

Date of Qualification to do business is: 4/15/12

BID PROPOSAL

A Joint Venture

Joint Venturer Name: _____ (SEAL)

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

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No. _____

Joint Venturer Name: _____ (SEAL)

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

Name (typed or printed): _____

Title: _____

Phone No.: _____ Fax No. _____

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

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

BID PROPOSAL

ATTACHMENTS

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

BID BOND (Penal Sum Form); pages 10 and 11

CERTIFIED CHECK (attached to "Bid Security" page); page 12

STATEMENT OF BIDDER'S QUALIFICATIONS; pages 13 and 14

NON-COLLUSIVE BIDDING CERTIFICATION; pages 15 and 16

STATEMENT OF SURETY'S INTENT; page 17

EQUAL EMPLOYMENT OPPORTUNITY POLICY REQUIREMENT
CERTIFICATION; page 18

EPA FORM 6100-3; pages 19 and 20

EPA FORM 6100-4; pages 21 and 22

LOBBYING CERTIFICATION; page 23

AIS CONTRACTOR'S CERTIFICATION; page 24

GOSR INTRODUCTORY STATEMENT; pages 25 and 26

GOSR PROC-1 (EEO STAFFING PLAN); pages 27 and 28

GOSR PROC-2 (M/WBE UTILIZATION PLAN); page 29

GOSR PROC-3 (REQUEST FOR WAIVER – if a waiver is sought); pages 30 and 31

BID BOND

PENAL SUM FORM

BIDDER (Name and Address):

Triple C Glass Corp.

301 Roosevelt Ave.

Spring Valley, NY10977

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

Platte River Insurance Company

115 Glastonbury Blvd

Glastonbury, CT 06033

OWNER (Name and Address):

Town of Orangetown

Town Hall

26 Orangeburg Road, Orangeburg, NY 10962

BID

BID DUE DATE: August 20, 2019

PROJECT (Brief Description including Location):

Bid No. PARKS-06-2019

2019 - Town Clerks Office Ballistic Window Installation

BOND

BOND NUMBER: 41415104

DATE (Not later than Bid Due Date): August 19, 2019

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

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

BIDDER

Triple C Glass Corp. (Seal)

Bidder's Name and Corporate Seal

By: *[Signature]*
Signature and Title *President*

Attest: *[Signature]*
Signature and Title *Carol Squillante vice president*

SURETY

Platte River Insurance Company (Seal)

Surety's Name and Corporate Seal

By: *[Signature]*
Signature and Title - Jeffrey W. Price, Attorney-In-Fact
(Attach Power of Attorney)

Attest: *[Signature]*
Signature and Title - Jarret Packer, Bond Underwriter

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

EJCDC NO. 1910-28-D (1990 Edition)

Firm Acknowledgment

State of New York }
County of Rockland } ss:

On this 19 day of August, 2019, before me personally came Charles Squillante to me known and who being by me duly sworn, did depose and say that he is the President of Triple C Glass Corp. the corporation described in and which executed the above instrument; that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his/her name thereto by like order.

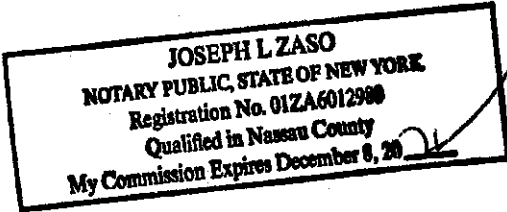
My commission expires _____ L. Daniels **LORIDANIELS**
Notary Public **NOTARY PUBLIC-STATE OF NEW YORK**
No. 01DA6187956
Qualified in Rockland County
My Commission Expires 06-02-2020

Surety Acknowledgment

State of New York }
County of Nassau } ss:

On this 19th day of August, 2019, before me personally came Jeffrey W. Price to me known, who, being by me duly sworn, did depose and say that he/she is an attorney-in-fact of Platte River Insurance Company the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My commission expires _____ Joseph L. Zaso
Notary Public



PLATTE RIVER INSURANCE COMPANY
BALANCE SHEET
December 31, 2018

Admitted Assets

Cash and invested assets:	
Bonds	\$ 112,816,363
Common stocks	22,991,778
Cash, cash equivalents and short-term investments	13,764,981
Receivables for securities	162,842
Total cash and invested assets	<u>149,735,964</u>
Investment income due and accrued	703,148
Uncollected premiums and agents' balances in course of collection	1,140,970
Deferred premiums, agents' balances and installments booked but deferred and not yet due	3,193,705
Amounts recoverable from reinsurers	101,093
Current federal and foreign income tax recoverable and interest thereon	187,238
Net deferred tax asset	661,574
Receivables from parent, subsidiaries and affiliates	135,910
Total admitted assets	<u>\$ 155,859,602</u>

Liabilities and Surplus as Regards Policyholders

Liabilities:	
Losses	\$ 37,401,080
Reinsurance payable on paid losses and loss adjustment expenses	3,607,918
Loss adjustment expenses	7,880,183
Commissions payable, contingent commissions and other similar charges	1,263,078
Other expenses (excluding taxes, licenses and fees)	74,699
Taxes, licenses and fees (excluding federal and foreign income taxes)	236,084
Unearned premiums	22,432,499
Ceded reinsurance premiums payable (net of ceding commissions)	(518,200)
Amounts withheld or retained by company for account of others	33,221,489
Other liabilities	592,318
Total liabilities	<u>106,191,148</u>
Surplus as regards policyholders:	
Common capital stock	4,800,000
Gross paid in and contributed surplus	30,739,907
Unassigned funds (surplus)	14,128,547
Surplus as regards policyholders	<u>49,668,454</u>
Total liabilities and capital and surplus	<u>\$ 155,859,602</u>

I, Stephen J. Sillis, CEO and President of Platte River Insurance Company do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true statutory Statement of Admitted Assets and Liabilities, Capital and Surplus of the Operation at December 31, 2018, prepared in conformity with the accounting practices prescribed by the Insurance Department of the State of Nebraska. IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Corporation at Middleton, Wisconsin.


Stephen J. Sillis
CEO & President



PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

41415104

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

JEFFREY W PRICE; MARY ANNA PRICE; RACHEL PRICE

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 3rd day of May, 2017.

Attest: *John E. Rzepinski*
John E. Rzepinski
Vice President, Treasurer & CFO

Suzanne M. Broadbent
Suzanne M. Broadbent
Assistant Secretary



PLATTE RIVER INSURANCE COMPANY
Stephen J. Sills
Stephen J. Sills
CEO & President

STATE OF WISCONSIN } s.s.:
COUNTY OF DANE

On the 3rd day of May, 2017 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele
David J. Regele
Notary Public, Danc Co., WI
My Commission Is Permanent

STATE OF WISCONSIN } s.s.:
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 19th day of AUGUST, 20 19



Antonio Celii
Antonio Celii
General Counsel, Vice President & Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A-RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450. PR-POA (Rev. 10-2017)

BID BOND

PENAL SUM FORM

BIDDER (Name and Address):

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

OWNER (Name and Address):

BID

BID DUE DATE: _____

PROJECT (Brief Description Including Location):

BOND

BOND NUMBER: _____

DATE (Not later than Bid Due Date): _____

PENAL SUM: _____

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

BIDDER

Bidder's Name and Corporate Seal (Seal)

By: _____
Signature and Title

Attest: _____
Signature and Title

SURETY

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

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

EJcDc NO. 1910-28-D (1990 Edition)

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

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

3. This obligation shall be null and void if:

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

3.2 All bids are rejected by Owner, or

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

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

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

EJCDC NO. 1910-28-D (1990 Edition)

notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

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

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

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

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

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

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the

BID PROPOSAL

**ATTACH BID SECURITY
TO THIS PAGE
IF CERTIFIED CHECK**

STATEMENT OF BIDDER'S QUALIFICATIONS

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

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

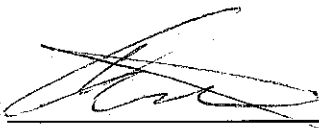
1. Name of Bidder *Triple C Glass Corp.*
2. Permanent main office address *301 Roosevelt Avenue
Spring Valley, NY 10977*
3. When organized *2012*
4. If a corporation, where incorporated *New York*
5. How many years have you been engaged in the contracting business under your present firm or trade name? *8 Years*
6. List any other names you have operated under for the last ten (10) years. _____
7. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
8. General character of work performed by your company *Excellent*
9. Have you ever failed to complete any work awarded to you? *NO*

If so, where and why?
10. List and summarize all DOL, OSHA, USEPA, NYSDEC or other environmental regulatory agency violations in the last five (5) years. *NONE*
11. Have you ever defaulted on a contract? *NO*

If so, where and why?
12. List a minimum of three (3) projects having a scope similar to this project. Each reference shall consist of:

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

Dated: 8/19/19

By: 
Signature

By: Charles Squillante Jr.
Printed Name | President

For: Triple C Glass Corp

NON COLLUSIVE BIDDING CERTIFICATE

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

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

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

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

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

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


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

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

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

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

Dated: 8-19-19

By: 
Signature

By: Charles Squillante Jr.
Printed Name / President

For: Triple C Glass, Corp.

BID PROPOSAL

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

To: _____
(Owner)

We have reviewed the Bid of _____
(Contractor)
of _____
(Address)

for _____

(Project)

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

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

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

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

Attest:

Attach Power of Attorney

Surety's Authorized Signature(s)

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

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

AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of August 2019, between the TOWN OF ORANGETOWN, a municipal corporation located in the County of Rockland, State of New York, party of the first part, hereinafter called the "Town", and Triple C Glass Corp, a domestic corporation having its principal place of business at 301 Roosevelt Ave Spring Valley NY 10973, party of the second part, hereinafter called the "Contractor".

WITNESSETH:

In consideration of the covenants and agreement herein contained, the Contractor agrees that it will provide and furnish all the necessary machinery, tools, materials, labor and other necessary means of construction and do all work called for by the Specifications and Proposal submitted by the Contractor in the manner prescribed therein hereto attached and hereby made a part hereof and in full compliance with said Specifications and Proposal and in full accordance with the decisions and requirements of the Town or its Engineer for the **PARKS-06-2019 TOWN CLERKS OFFCIE BALLISTIC WINDOW INSTALATION**. Town of Orangetown, 26 Orangeburg Road, Orangeburg, New York.

In consideration of which, and if the Contractor shall well and truly perform said work and furnish said materials, the Town shall pay the Contractor the following amount as billed to the Town on the official voucher of said Town:

Total Lump Sum Amount: 62,000.00

Acknowledged receipt of Addendum No. , Dated

Acknowledged receipt of Addendum No. , Dated

The foregoing shall be upon the following terms and conditions to which the parties do mutually covenant and agree, to wit:-

1. The Contractor's attention is called to "GOSR Supplementary Contract Conditions, Exhibit "E", as may be amended, annexed to and made a part of this Contract, and that the order of Operation provides that Exhibit "E" shall control in the event of any conflict. The Contractor is further advised, and by its signature hereon acknowledges, that the Contractor (and any subcontractor) must comply with the *greater of* the wage and benefit rates and requirements as established under the New York State Labor Law or the Davis-Bacon Act, both of which are annexed hereto and made a part hereof.

The Information for Bidders, Proposal, Contract with Exhibits, General Conditions, Specifications, Plans, and Addenda shall form part of this Contract, and the provisions thereof shall be binding upon the parties hereto as if they were herein fully set forth. The table of contents,

titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light upon the interpretations of the provisions to which they refer. Whenever the term "General Documents" or "Contract" is used, it shall mean and include the Information for Bidders, Proposal, Contract with Exhibits, General Conditions, Specifications, Plans, and Addenda.

2. The work shall commence in accordance with Section 33 "Time of Commencement and Completion" of the General Contract Conditions, and progress with due diligence and in the order in which the Town or its Engineer may reasonably require, said work to be completed within two hundred forty (240) calendar days thereafter. Failure to complete the work within the number of calendar days stated in this article, including extensions granted thereto as determined by the Town, shall entitle the Town to deduct from the moneys due the Contractor as liquidated damages an amount equal to \$400.00 for each calendar day of delay in the completion of the work.

3. The plans and specifications herein before referred to are intended to be and are hereby made a part of this Agreement as though set forth in full herein, and are to cooperate so that any work and materials exhibited in the plans and not mentioned in the specifications or vice versa are to be executed and furnished the same as if they were mentioned in the specifications and set forth in the plans to the true meaning and intent of said plans and specifications without any extra charge whatsoever.

4. It is understood and agreed between the parties hereto that no claim for damages or extra work shall be made in connection with this work, except such as may be ordered in writing by the Engineer with the approval by resolution of the Town Board and further evidenced by the execution of a supplemental agreement between the Town and the Contractor covering the same.

5. It is further understood and agreed that in case there is a variation between the terms of this Contract and such plans and specifications or between any of them, the Town Board shall determine which shall control and its decision shall be final.

6. It is further understood and agreed that title to all materials delivered upon the work paid for by the Town or partly paid for by the Town shall vest in and become the property of the Town.

7. It is further agreed that the Contractor shall and will keep and maintain the improvements herein before referred to, together with all its appurtenances, in good condition and repair for a term of one year from the date of the completion and acceptance of same in accordance with the conditions of the plans and specifications and of this Agreement, without expense to the Town or the taxpayers thereof or any of them.

8. (a) Every mechanic, laborer and workman employed by the Contractor or any subcontractor or other person about or upon the work contemplated by this Contract shall be paid not less than the prevailing rate of wages as provided for by Section 220 of the Labor Law of the State of New York and Subchapter IV of chapter 31 of title 40, United States Code.

Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, provides, among other things, that it shall be the duty of the fiscal officer to

make a determination of the schedule of wages to be paid to all laborers, workmen and mechanics employed on public works projects, including supplements for welfare, pension, vacation, and other benefits. These supplements may include hospital, surgical, or medical insurance or benefits; life insurance or death benefits; accidental death or dismemberment insurance; and pension or retirement benefits. If the amount of supplements provided by the employer is less than the total supplements shown on the wage schedule, the difference shall be paid in cash to the employees.

Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, also provides, that the supplements to be provided to laborers, workmen and mechanics upon public works "shall be in accordance with the prevailing practices in the locality..." The amount for supplements listed in the attached schedule does not necessarily include all types of prevailing supplements in the locality, and a future determination of the Industrial Commissioner may require the Contractor to provide additional supplements.

The Contractor shall provide statutory benefits for disability, workmen's compensation, unemployment insurance and social security and provide certificates of insurance acceptable to the Town Attorney. Said certificates shall be original and this contract shall not be deemed in full force and effect until accepted by the Town Attorney.

In the performance of this Contract, the Contractor shall make provisions for the installation, maintenance and effective operation of such appliances and methods for the elimination of harmful dust as have been approved by the Board of Standards and Appeals. If the provisions of Section 222a of the Labor Law of the State of New York are not complied with, this Contract shall be void.

It is expressly understood and agreed that this Contract is subject to the provisions of Section 103A and 103B of the General Municipal Law of the State of New York, as amended by Chapter 605 of the Laws of 1959, effective July 1, 1959. Upon the refusal of the Contractor when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority, or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract:

1. Such person, and any firm, partnership or corporation of which he/she is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that;

2. Any and all contracts made with any municipal corporation or any public department, agency or official thereof since the effective date of this law, by such person, and by any firm, partnership or corporation of which he/she is a member, partner, director or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

Any person, who, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public

authority, or with any political department, agency or official of the State or of any political subdivision thereof or of a public authority, refuses to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract and any firm, partnership or corporation of which he/she is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or with any public department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal.

(b) In case the Town orders the Contractor to perform extra or additional work which may make it necessary for the Contractor or any subcontractor under this Contract to employ, in the performance of such work, any person in any trade or occupation for which no minimum wage rate is herein specified, the Town will include in the Contract order for such extra work or additional work a minimum wage rate for such trade or occupation, and insofar as such extra work or additional work is concerned, there shall be paid each employee engaged in work in such trade or occupation not less than the wage rate so included.

(c) The Contractor shall post at conspicuous points on the site of the work a schedule showing all determined minimum wage rates as specified in the Contract to be paid for the various classes of mechanics, workingmen or laborers employed on the work; and showing all authorized deductions, if any, from unpaid wages actually earned.

(d) The Chief Fiscal Officer of the Town may, and on the written request of any person shall, require the Contractor or any subcontractor or other person performing any work contemplated by the Contract or any extra work to file with such supervisor a schedule of the wages to be paid to such laborers, workmen or mechanics; and such Contractor shall, within ten days after the receipt of written notice of such requirement, file with the Fiscal Officer such schedule of wages.

(e) The Contractor and each subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the Contractor shall pay each and every one of its employees engaged on such work or any part thereof the full and proper wage in cash without any deduction or kickback whatever, excepting such deductions as are made mandatory by law. Payment to each and every employee shall be made not less often than once in each week.

(f) If any other occupation is required on this work, the Contractor shall request the Chief Fiscal Officer to supply a supplemental schedule covering such occupation.

8. In the performance of the work contemplated by this Contract or any part thereof, including all extra work, preference in employment shall be given to citizens of the State of New York who have been residents for at least six consecutive months immediately prior to the commencement of their employment. Each and every person employed by the Contractor or by any subcontractor or other person doing or contracting for work contemplated by this Contract, including extra work, shall furnish satisfactory proof of residence, in accordance with the rules adopted by the Industrial Commissioner. Persons other than citizens of the State of New York may be employed when citizens of such State are not available. The foregoing is required by Section 222 of the Labor Law of the State of New York, and in the event such Section is not complied with in any respect this Contract shall be void.

9. In the hiring of employees for the performance of work under this Contract or any subcontract thereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor shall by reason of race or color discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment related. No contractor, subcontractor, nor any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, creed, color or national origin.

There may be deducted from the amount payable to the Contractor by the Town under this Contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract and this Contract may be canceled or terminated by the Town, and all moneys due or to become due thereunder may be forfeited, for a second or any subsequent violation of the terms or provisions of this section.

10. No laborer, workman or mechanic in the employ of the Contractor or in the employ of a subcontractor or other person doing or contracting to do the whole or part of the work contemplated by the Contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days of any one week, except in cases of extraordinary emergency including fire, flood, or danger to life or property. No such person shall be so employed more than eight hours in any day or more than five days in any one week except in such emergency. Time lost in any week because of inclement weather by employees engaged in the construction, reconstruction and maintenance of highways outside of the limits of cities and villages may be made up during that week and/or the succeeding three weeks.

11. Before payment is made by or on behalf of the Town of any sum or sums due on account of this Contract or for extra work, the Chief Fiscal Officer of the Town shall require the Contractor and each and every subcontractor from the Contractor to file a statement in writing in form satisfactory to such officer certifying to the amounts then due and owing from the Contractor or subcontractor to any and all laborers for daily or weekly wages on account of labor performed upon the work under the Contract, setting forth therein the names of the persons whose wages are unpaid and the amount due to each respectively, which statement so to be filed shall be verified by the oath of the Contractor or subcontractor as the case may be that he/she has read such statement subscribed by him/her and knows the contents thereof, and that the same is true of his/her own knowledge.

12. (a) No articles or materials manufactured or produced in a penal or correctional institution shall be incorporated or used in the project unless required by law.

(b) No articles or materials manufactured or produced in a foreign country shall be incorporated or used in the project unless required by law.

(c) "It is hereby agreed by and between the parties hereto that every contractor and subcontractor engaged in the public work described in this Contract shall post and maintain at each of his establishments and at all places at which the public work described thereunder is being conducted, the Notice of the State Commission Against Discrimination, where complaints may be filed, and other pertinent information. Such Notice shall be posted in easily accessible and well lighted places customarily frequented by employees and applicants for employment."

(d) The Contractor shall comply with the provisions of Section 222a of the Labor Law of the State of New York for the prevention of dust hazard.

13. Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws.

14. The Contractor further agrees that it will secure and furnish compensation insurance for the benefit of and keeping insured during the life of this Contract, the employees engaged in the work performed, under the provisions of the Laws of the State of New York affecting the same, and this Contract shall be null and void and of no effect if the Contractor shall fail to secure and furnish compensation insurance covering its employees engaged in the work provided for in this Agreement.

15. (a) The Contractor and each subcontractor or other person doing or contracting to do any work contemplated by this Contract shall keep himself/herself fully informed of all national and state laws, and all municipal ordinances and regulations in any manner affecting the work or performance of this Contract or any extra work performed by him/her, and shall at all times observe and comply with said laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein and shall indemnify and save harmless the Town and its officers and agents against any claim or liability arising from or based on the violation of any such laws, ordinances and regulations.

(b) Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to have been inserted herein, and if through a mistake or otherwise, such provision is not inserted, then upon the application of either party, this Contract shall be physically amended forthwith to make such insertion.

16. The Contractor shall secure at its own expense all necessary certificates and permits from municipal or other public authorities required in connection with the work contemplated by this Contract or any part hereof, and shall give all notices required by law, ordinance or regulation. The Contractor shall pay all fees and charges incident to the due and lawful prosecution of the work contemplated by this Contract, and any extra work performed by it.

17. The Contractor and its subcontractors shall not employ on the work, any labor, materials or means whose employment or utilization during the course of this Contract may tend to or in any way cause strikes, work stoppages, delays, suspensions of work or similar troubles by workmen employed by the Contractor or its subcontractors, or by any of the trades working in or about the buildings and premises where work is being performed under this Contract, or by other contractors or their subcontractors pursuant to other contracts, or on any other building or premises owned or operated by the Town. Any violation by the Contractor of this requirement may, upon certification of the Engineer, be considered as proper and sufficient cause for canceling and terminating this Contract.

18. The Contractor shall obtain and keep in effect for the duration of this contract, Worker's Compensation Insurance, Disability Insurance, and General Liability Insurance for all employees involved with this Contract.

19. The Contractor shall provide all certificates of insurance in an acceptable form to the Office of the Town Attorney. All policies shall provide that notice be given to the Town Attorney in the event of termination, prior to the completion of the project.

20. New York State Labor Law section 220-h is incorporated herein by reference, which in part requires that "all laborers, workers, and mechanics employed in the performance of the contract on the public work site, either by the contractor, sub-contractor, or any other person doing or contracting to do the whole or a part of the work contemplated by the contract, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten hours in duration." The contractor shall fully comply with New York State Labor Law Section 220-h.

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

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

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

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

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

ATTEST:

TOWN OF ORANGETOWN, NEW YORK

BY: _____
Supervisor

(SEAL)

TOWN OF ORANGETOWN, NEW YORK

Triple C Glass - References

Start Date	Job Name	General Contractor	Project Address	Project Contact	Billing Contact	Scheduled Value
9/15/2019	Warwick Valley CSD 2018 Cap Proj. Phase 1	Standback General Contractor	Warwick, NY	Rob Amend	James Amend	\$ 58,255.00
8/29/2019	Old Navy -Woodbury	Weekes Construction Inc	Woodury Commons	Ben Owens	Hunter Weekes, Danielle	\$ 32,320.00
8/21/2019	Purchase Fire District	Piazza, Inc.	614 Anderson Hill Road	Erika	Erika Lazaro	\$
6/28/2019	497 Carroll St Brooklyn NY	Kel-Mar Interiors, Inc.	497 Carroll Street	Niall Ogrady	Niall Ogrady	\$ 766,000.00
5/31/2019	Apple Bank-Storefront	JDR Fixtures, Inc.	75 Route 59		Kimberlee Stouch	\$ 28,250.00
5/28/2019	City Center-Burlington	Atlas Building Group, LLC	19 Mamaroneck Ave	Sam Hallett	Billing	\$ 35,509.00
3/13/2019	Mt. Kisco Police Department	Peter A. Camilli & Sons, Inc.	40 Green St	Bob Camilli	BOB CAMILLI	\$ 35,499.00
3/1/2019	Rail Trail Commons	Standback General Contractor	City of Middletown	Tom & JT	James Amend	\$ 112,000.00
1/31/2019	Hudson Valley Airport Terminal MCC 18-4	Meyer Contracting Corp	263 New Hackensack Rd	Kyle Cuomo	Alex Cukar	\$ 184,724.00
12/12/2018	18-186 Good Samaritan Hospital	HOLT CONSTRUCTION, CORP	Route 59		amanda clappy c# 201-444	\$ 7,452.00
12/11/2018	Fairfield Inn & Suites #1182	Standback General Contractor	20 Hatfield Lane	Ray Morin	James Amend	\$ 58,775.00
12/1/2018	Chappaqua Crossing Whole Foods	CM&B Construction Mngmt & E	480 Bedford Road	Darren Ferguson	Karen Slore	\$ 17,765.00
9/4/2018	Greenville Elementary School	Peter A. Camilli & Sons, Inc.	100 Glendale Rd.		BOB CAMILLI	\$ 30,850.00
8/22/2018	411 Wales Ave Bronx NY	Kel-Mar Interiors, Inc.	411 Wales Avenue	Sam Manall	James Aragon	\$ 833,024.00
8/16/2018	GC1803 Woodbury Reservoir	Verticon, Ltd.	Addition to Rec Building	John Stramiello	Donna Amato	\$ 14,999.00
8/14/2018	GC1805 Bowline Transfer Station	Verticon, Ltd.	200 Beach Road		Accounts Payable	\$ 48,900.00
8/9/2018	RCC Culinary Arts School	HELMER-CRONIN CONSTRU	70 Main Street	Bill Helmer	Helmer Carrie	\$ 109,382.00
8/1/2018	The Domenech 1501 St. Marks Ave	Breaking Ground HDFC	1501 St. Marks Avenue	Bahman Tajali	Vijay Shah	\$ 307,489.00
4/26/2018	Davita IBO-Nanuet, NY # 11669	Fortunato Construction Group	203 West Route 59	Steve Kravitz	Jessica Idleman	\$ 62,746.00
4/25/2018	Maple House Apartments 0743-08400	CH&E Construction, Inc	15 Maple Place	Ross Clark	Kim	\$ 82,507.00
4/5/2018	Cornerstone Research 18-030.05	Petretti & Associates	599 Lexington Avenue	Denis Cherevko	Jennifer Balgobin	\$ 47,885.00
2/20/2018	Street Community Center Renovations	HELMER-CRONIN CONSTRU	31 Zukor Road	John Kless	Carrie Helmer	\$ 179,527.00
2/2/2018	Sterling Sound	Brooklyn Interiors dba The DD	33 Hilliard Ave	Dennis Darcy	Liz Montgomery	\$ 69,061.00
11/15/2017	Chappaqua Crossing #14075	CM&B Construction Mngmt & E	480 Bedford Road	Darren Ferguson	Karen Slore	\$ 385,392.00
10/19/2017	173 Warren Street Residence Renovation	Kel-Mar Interiors, Inc.	173 Warren Street	Niall O Grady	Niall O Grady	\$ 12,000.00
10/5/2017	Orange & Rockland Util GC1705-O&R	Verticon, Ltd.	390 West Route 59	Jim Seckler	Donna Amato	\$ 156,700.00
10/4/2017	Cornerstone Family Healthcare GC1701-	Verticon, Ltd.	24 Old Firehouse Road	John Stramiello	Donna amato	\$ 26,000.00
9/27/2017	Chester Senior Center GC1703	Verticon, Ltd.	77 Laroe Road		Donna Amato	\$ 53,222.00
9/22/2017	Radio Communications Facility-Redundant	HELMER-CRONIN CONSTRU	49 New Hempstead Road	John Kless	Bill Helmer Carrie	\$ 55,420.00
9/20/2017	Greenwood LK Firehouse	DMD Contracting, LLC	Mountain Lakes Road	Nicholas Busuioac	Elizabeth Mladenovic	\$ 24,500.00
9/5/2017	Round 1 Bowling	Twin Shores	1 No. Galleria Drive, Ste 01	Bryan Zam	Bryan Zam	\$ 58,053.00
8/25/2017	MTA Bus Co. Contract C-40258	M. Bhuiyan Const Co. Inc	11415 Guy R Brewer Blvd	Michael Li	Michael Li & ZICO	\$ 413,334.00
7/18/2017	Little Britain Elementary School	Standback General Contractor	1160 Little Britain Road	Robert Amend	James Amend	\$ 344,199.00
5/25/2017	Fountainview at College Road	Fountainview at College Road	2000 FOUNTAINVIEW DR.	Raf Klein	Wayne Grote	\$ 24,000.00
5/19/2017	MNR 60606 Port Chester OB Elevator Cu	Ad-Tech Enterprises, Ltd.		dhaval patel ext 10	Chamilla	\$ 58,504.00
4/20/2017	New Firehouse Facility Congers, NY	HELMER-CRONIN CONSTRU	70 North Route 9W	John Kless	Bill Helmer Carrie	\$ 78,546.00
4/6/2017	Cornerstone Family Healthcare C#7741	Verticon, Ltd.	3 Commercial Dr	jseckler@verticon.net	Donna amato	\$ 93,140.00
3/16/2017	Theodore D. Young Comm. Cntr 150509	Standback General Contractor	Community Center	James Amend	James Amend	\$ 204,600.00
3/8/2017	Metcar-Fallsburgh Job No. GC-16-04	Verticon, Ltd.	510 Glen Wild Road	James Seckler	Donna Amato	\$ 5,800.00
1/18/2017	Additons Renovations of The Moffat Libr	Standback General Contractor	6 West Main Street	John Jacco	Chris Berry	\$ 97,215.00
12/1/2016	Satin Fine Food, Inc	Verticon, Ltd.	32 Leone Ln #1	Joe D'Angellico	Donna Amato	\$ 13,710.00
11/1/2016	Central Ave Hyundai 16443-014	Redcom Design and Construct	111 Central Ave	Dave Gasson	Jenn	\$ 92,260.00
11/1/2016	Goldens Bridge Fire House Job no. 16-01	Rok-Built Construction, Inc.	254 Waccabus Road	Stephen Fery	Stewart Gordon	\$ 73,724.00
10/20/2016	LW-1169-02 O&R	L1 Construction Mgt	71 Dolson Ave	Anthony Lazzara, Jr	Linda Mania	\$ 194,800.00
10/3/2016	Barnes & Noble 04847 Scarsdale, NY	Gallant Construction Co Inc.	680 White Plains Road	Jim Carey	Bridget Austin	\$ 254,833.00
10/1/2016	Northern Manor Nursing Home	One 70 Group	199 No. Middletown road	Don Speaker/Ralph	Don speaker	\$ 32,560.00
9/14/2016	Pfizer-Bldg. 200 3rd FL Renovation #16-1	HOLT CONSTRUCTION, CORP	401 No. Middletown road	Bruce Messina	Brittany Farsetta/Jeff Baldwin	\$ 11,021.00
7/1/2016	Mid-State Lumber of New York	Verticon, Ltd.	PO No 7664	Zustin Zuckerman	Donna Amato	\$ 13,775.00
6/30/2016	Nanuet-Contract 1 Barr Middle School	Optimus Installation	143 Church Street	Eduardo Roque	Eduardo Roque	\$ 17,000.00
6/6/2016	Hudson River Healthcare-Nyack NY	Kirchhoff Consigli CM, LLC	84 No. Highland Avenue		Justin Schiller	\$ 55,370.00
4/1/2016	JCC on the Hudson	WILLIAM A. KELLY & CO.	425 so. Broadway	Eric Kelly	Pat A/P Eric Kelly	\$ 438,400.00
4/1/2016	Prospect Park Apartments LBG#15C05	LaRosa Building Group, LLC	545 Park Avenue	Kyma Ganzer	Sue Edmonds	\$ 153,314.00
3/10/2016	Forever 21 Job No 3338	Donald Borg Const. Co., Inc.	Woodbury Centre		Donald Borg Const. Co., Inc	\$ 35,135.00

3/2/2016	1416 York Ave Job no.201427	Kel-Mar Interiors, Inc.	Lycee Francais de New York	Christopher O'Dowd	James Aragon	\$ 41,773.00
2/17/2016	Hand & Stone, Mamaroneck	Phelan Construction, LLC	343 Mamaroneck Avenue	Tenenat FitOut	Kathy Maiolo	\$ 34,772.00
1/6/2016	City of Beacon Transportation fac.	Meyer Contracting Corp	30 Camp Beacon Road	Meredith Foy	Meredith Foy	\$ 53,319.00
11/27/2015	Deal Point Self Storage 256-09-15	ABMG General Contracting Co	20 No. Middletown Road	Charlie Qelaj	Charlie Qelaj	\$ 36,235.00
11/6/2015	HGAR Relocation #2301	URSTADT BIDDLE PROPERT	1 Maple Avenue	Eric Kelly	DREW DAVIE & DEBBIE	\$ 218,874.00
8/13/2015	Moleston Main Firehouse Facility	HELMER-CRONIN CONSTRU	372-376 No. Main Street	John Kless	Bill Heimer Carrie	\$ 96,698.00
8/10/2015	Rippowam Cisqua School Lower Campus	WILLIAM A. KELLY & CO.	325 West Patent Road		Pat A/P Eric Kelly	\$ 39,820.00
7/27/2015	14-3220 Arlington Avenue-Curtainwall Re	Riverstone Condominiums c/o	3220 Arlington Avenue	Dorota Szewem	Dorota Szewem	\$ 167,129.00
7/9/2015	HPN FBO Hanger Improvements	WILLIAM A. KELLY & CO.	Westchester County Airport	Ed Kelly	Pat A/P Eric Kelly	\$ 104,019.00
7/8/2015	So. 15th Avenue (8,10,12 Apartments)	Trinity Housing Services, LLC.	8-10-12 So. 15th Avenue	John Saraceno	John Saraceno	\$ 16,030.00
7/1/2015	New Turf Mgt.& maint. Facility	Werner Constr. Mgt.	150 Whippoorwill	Mike Lampel	Michael Lampel	\$ 37,450.00
6/30/2015	Britain Plaza Newburgh NY	Verticon, Ltd.	169 Old Little Britain Road	Justin Zuckerman	Susan Barry	\$ 100,071.00
6/25/2015	DOT Region 8, Project# 41135-C	Construction Services LLC	Construct Maint. Subheadqu	Rob Johansen	John Quintano	\$ 32,025.00
5/21/2015	Improve Patient Dining Bldg 5 14C018-1	The Cherokee 8A Group	VA Hudson Valley Healthcare	Kate Murphy	Betty 973-537-1973	\$ 94,720.00
4/16/2015	2013 District Wide Renovations Phase II	Verticon, Ltd.	Contract GW.3	John Stramiello	Donna Amato	\$ 117,700.00
2/10/2015	Quorum Credit Build-Out	HOLT CONSTRUCTION, COP	255 Lafayette Avenue	Victor Pena	Victor c# 845-825-1544	\$ 29,840.00
2/3/2015	284 So. Columbus Mount Vernon NY	Trinity Housing Services, LLC.	284 So. Columbus	John Saraceno	John Saraceno	\$ 19,776.00
1/19/2015	Cigar King	Retail Project Mgt.	130 W. Route 59		Kelly	\$ 19,800.00
11/28/2014	School Holy Child Field House	School of Holy Child	2225 East Westchester Aven	Eric Kelly	Eric Kelly	\$ 233,999.00
11/25/2014	270 Marble Avenue	Zwilling JA Henckels LLC.	270 Marble Avenue	Eric Kelly	Eric Kelly	\$ 42,840.00
11/25/2014	Exterior Stair Tower Pelham, NY	RIV Construction Group		Rob burke	Laura Romano332/ Bill Rive	\$ 130,000.00
11/25/2014	The Mill 5th Fl Renovations	Brooklyn Interiors dba The DD	451 Broadway		Pawel Szarejko	\$ 76,229.00

DEPARTMENT OF PARKS,
RECREATION AND BUILDING
MAINTENANCE

BY: _____
Superintendent

ATTEST:

CONTRACTOR OR CONTRACTING
CORPORATION

(SEAL)

BY: _____

TITLE: _____

STATE OF NEW YORK)
COUNTY OF)ss:

On the _____ day of _____, in the year 2016, 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(s) whose name(s) is (are) subscribed to the within instrument(s) and acknowledged to me that he/she executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on this instrument, the individual, or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF)
COUNTY OF)ss:

On the _____ day of _____, in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who being by me duly sworn, did depose and say that he/she resides in _____, and that he/she knows to be the individual described in and who executed the foregoing instrument; that said subscribing witness, was present and saw said _____, execute the same; and that said witness, at the same time subscribed his/her name as witness thereto.

Notary Public

A fully executed copy of the within Contract between the Town of Orangetown and _____ has been compared by the undersigned with the original thereof and a receipt of the copy is acknowledged by the undersigned herewith

By: _____ Date: _____

For: _____

CERTIFICATION OF TOWN ATTORNEY

I, Robert Magrino, Town Attorney for the Town of Orangetown, hereby certify that, from a legal standpoint, all conditions precedent to the execution of this Contract have been complied with and it is in all respects, a valid and binding obligation upon the parties thereto.

DATED: _____

Robert Magrino, Town Attorney

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

PERMIT # 19-SP.35

RECEIVED
AUG 13 2019
Orangeburg Police Department

EVENT NAME: HALLOWEEN PARADE

APPLICANT NAME: ORANGEBURG FIRE DEPARTMENT / PETE BYRNE

ADDRESS: 61 DUTCH HILL ROAD ORANGEBURG NY 10962

PHONE #: 845-359-5921 CELL # 845-721-4267 FAX # _____

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

The above event will be held on OCT 31 from 5:30 to 10:00 RAIN DATE: _____

Location of event: SEE ATTACHED MAP

Sponsored by: ORANGEBURG FIRE DEPT Telephone #: 845-721-4267

Address: 61 DUTCH HILL ROAD - ORANGEBURG - NEW YORK

Estimated # of persons participating in event: 200 ± vehicles ≤ 10

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

PETE BYRNE / ORANGEBURG FIRE DEPARTMENT

Signature of Applicant: [Signature] Date: 8/5/2019

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Letter of Request to Town Board requesting aid for event - Received On: 8.6.19

Certificate of Insurance - Received On: 8.6.19

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit: Y / N - Received On: 8.9.19

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

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

Route/Map/Parking Plan: Y / N - Received On: 8.6.19

RFS #: 45673 BARRICADES: Y / N CONES: Y / N TRASH BARRELS: Y / N OTHER: _____

APPROVED: [Signature] DATE: 8.12.19

Superintendent of Highways

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

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

Port-o-Sans: Y / N Other: _____

APPROVED: [Signature] DATE: 8/13/19

Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

Police Detail: Y / N: Auxiliary Police Items: _____

APPROVED: [Signature] DATE: 8/15/19

Chief of Police

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

Workshop Agenda Date: 8.20.19 Approved On: _____ TBR #: _____

RECEIVED
AUG 06 2019
TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

AUG 15 2019

RECEIVED

sent to RCH 8-12-19

RECEIVED

AUG 09 2019

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT



**HIGHWAY DEPARTMENT
TOWN OF ORANGETOWN**

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

JAMES J. DEAN
Superintendent of Highways
Roadmaster II

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

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

NAME PETER BYRNE DATE 8/8/2019
COMPANY ORANGEBURG FIRE DEPARTMENT
ADDRESS 61 DUTCH HILL ROAD ORANGEBURG NY
TELEPHONE 845-359-5921 845-721-4267 CELL
(INCLUDE 24 HOUR EMERGENCY NUMBERS)

ABOVE MENTIONED PARTY REQUESTS PERMISSION TO CLOSE:

DUTCH HILL-DEVON - PARKWAY DRIVE - CARLTON
(Address number and name of road)
See attached map
(Intersecting streets and/or description of exact location)

REASON FOR CLOSING HALLOWEEN PARADE
DATE OF CLOSING 10/31/2019 RAIN DATE ---
TIME ROAD WILL BE CLOSED 6pm
WILL ROAD BE OPEN TO LOCAL TRAFFIC? NO - REOPEN 8pm
WILL ROAD BE OPEN TO EMERGENCY VEHICLES? YES

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

PRELIMINARY APPROVAL *James J. Dean* DATE 8-12-19
JAMES J. DEAN
SUPERINTENDENT OF HIGHWAYS

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

8-13-02bjd

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



CLEAN STREETS = CLEAN STREAMS

RECEIVED

AUG 06 2019

Peter W Byrne
1st Assistant Chief

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

Orangeburg Volunteer Fire Department
61 Dutch Hill road
Orangeburg, New York 10962
845-359-5921 Office
845-721-4267 Cellular
Pbyrne@orangeburgfd.org

August 5, 2019

HWY OPD

On behalf of the Orangeburg Fire District I am requesting barricades, trash bins, and auxiliary police for use on Thursday, October 31, 2019 for the **Annual OFD Halloween Parade**. The parade starts at 5:30 PM and will conclude by 10 PM. I appreciate your assistance with this matter.

Sincerely



Peter W Byrne
Parade Chair
Orangeburg Fire Department



ORANG-2

OP ID: 7PAT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/08/2019

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

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

PRODUCER CLG Insurance 172 Main Street Nanuet, NY 10954 DSL Enterprises LLC	845-623-3434	CONTACT NAME: PHONE (A/C, No, Ext): 845-623-3434 FAX (A/C, No): 845-623-4332 E-MAIL ADDRESS: certificates@clginsurance.com
	INSURED Orangeburg Fire District 61 Dutch Hill Road Orangeburg, NY 10962	INSURER(S) AFFORDING COVERAGE INSURER A: Arch Insurance Company INSURER B: State Insurance Fund INSURER C: INSURER D: INSURER E: INSURER F:

RECEIVED

AUG 06 2019

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Vol Emer Srv 1mil GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		MEPK08634402	02/24/2019	02/24/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/POP AGG \$ 10,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MEPK08634402	02/24/2019	02/24/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			MEUM08121302	02/24/2019	02/24/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	W11710639 W11710308	03/01/2019 03/01/2019	03/01/2020 03/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

RE: Showmobile. Town of Orangetown is included as additional insureds under the General Liability as per the written agreement with regard to work performed by the named insured. Per the terms of the blanket additional insured endorsement, coverage for the additional insureds is contingent upon written agreement with the named insured requiring such coverage.

CERTIFICATE HOLDER

TOWN-30

Town of Orangetown
26 Orangeburg Road
Orangeburg, NY 10962

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

2019
 October 31st, 2014 ~ Orangeburg Volunteer Firefighters Halloween Parade ~ October 31st, 2014

Source: Rockland County Department of Planning - GIS



RECEIVED
 AUG 06 2019
 TOWN OF ORANGETOWN
 HIGHWAY DEPARTMENT

October 31st, 2014 ~ The Orangeburg Volunteer Firefighters will host their Annual Halloween Parade:

Parade Will Begin at 6:30 p.m. (Sharp)

Route: From Firehouse along Dutch Hill Road to the north side of Dutch Hollow Drive, follow Dutch Hollow bend, then Devon Drive bend to Parkway Drive South and back to Firehouse via Dutch Hill Road.

Apple Cider & Donuts will be served at the Firehouse following the completion of the parade!

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

PERMIT # 19-SP-31



EVENT NAME: One Love Culture Fest

APPLICANT NAME: Gregory Joseph

ADDRESS: 81 Pipetown Hill Rd Nanuet, NY 10954

PHONE #: 845-405-6230 CELL # _____ FAX # _____

CHECK ONE: PARADE _____ RACE/RUN/WALK _____ OTHER FESTIVAL

The above event will be held on 8/11/19 from 12 to 9pm RAIN DATE: TBD

Location of event: German Masonic Park, Tappan

Sponsored by: One Love Culture Fest Telephone #: 405-6230

Address: 81 Pipetown Hill Road, Nanuet, NY 10954

Estimated # of persons participating in event: 400+ vehicles T.B.D

Person (s) responsible for restoring property to its original condition: Name-Address-Phone #:
Gregory Joseph - 81 Pipetown Hill Rd Nanuet, NY 10954
845-405-6230

Signature of Applicant: Gregory Joseph Date: 7/16/19

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Letter of Request to Town Board requesting aid for event - Received On: 7.19.19

Certificate of Insurance - Received On: 7.16.19 (County)

(Town)

FOR HIGHWAY DEPARTMENT USE ONLY:

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

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

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

Route/Map/Parking Plan: Y/N - Received On: _____ X

RFS #: 45447 BARRICADES: Y/N CONES: Y/N TRASH BARRELS: Y/N OTHER: caution tape

APPROVED: [Signature] DATE: 7.22.19
Superintendent of Highways

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

Show Mobile: Y/N - Application Required: [Signature] Fee Paid - Amount/Check # \$400⁰⁰

Port-o-Sans: Y/N - Other: _____ X

APPROVED: [Signature] DATE: 7/31/19
Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

Police Detail: Y/N: For Traffic Control Items: _____

APPROVED: Earl Brown DATE: 8/5/19
Chief of Police



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

Workshop Agenda Date: 8.20.19 Approved On: _____ TBR #: _____

RECEIVED

JUL 16 2019

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

#608-6252
8.9.19 - 2pm
At Shannon
DONIA
event is in

Permit denied by TB - Applicant notified 8.7.19



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/05/2019

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

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PRODUCER NORTHEAST AGENCIES INC/PHS 01214608 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78265	<i>19-SD-31</i> RECEIVED		CONTACT NAME: PHONE (866) 467-8730 (A/C, No, Ext):	FAX (888) 443-6112 (A/C, No):														
	INSURED The Mind of a Winner 18 WOODLAND TER ORANGEBURG ,NY 10962-2318 <i>JUL 16 2019</i> TOWN OF ORANGETOWN HIGHWAY DEPARTMENT			E-MAIL ADDRESS: <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> </thead> <tbody> <tr> <td>INSURER A : The Hartford Accident and Indemnity Insurance Company</td> <td>22357</td> </tr> <tr> <td>INSURER B : The Twin City Fire Insurance Company</td> <td>29459</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A : The Hartford Accident and Indemnity Insurance Company	22357	INSURER B : The Twin City Fire Insurance Company	29459	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS		
B	COMMERCIAL GENERAL LIABILITY	X		01 SBM BE4564	03/05/2019	03/05/2020	EACH OCCURRENCE	\$1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	
	<input checked="" type="checkbox"/> General Liability						MED EXP (Any one person)	\$10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$1,000,000	
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE	\$2,000,000	
	OTHER:						PRODUCTS - COMP/OP AGG	\$2,000,000	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)		
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)		
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)		
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)		
	<input type="checkbox"/> AUTOS								
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE		
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE		
	DED RETENTION \$								
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		01 WEG AC9LC7	03/05/2019	03/05/2020	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						Y/N	E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE -EA EMPLOYEE	\$1,000,000
								E.L. DISEASE - POLICY LIMIT	\$1,000,000

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

Those usual to the Insured's Operations. Please see Additional Remarks Schedule Acord Form 101 attached.

CERTIFICATE HOLDER

County of Rockland
 11 NEW HEMPSTEAD RD
 NEW CITY NY 10956-3664

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan S. Castaneda

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ADDITIONAL REMARKS SCHEDULE

AGENCY NORTHEAST AGENCIES INC/PHS		NAMED INSURED THE MIND OF A WINNER 18 WOODLAND TER ORANGEBURG NY 10962-2318	
POLICY NUMBER SEE ACORD 25		EFFECTIVE DATE: SEE ACORD 25	
CARRIER SEE ACORD 25	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM

FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

With respect to this agreement the county of Rockland, it's employees, elected officials are names as additional Insured under the general liability for the work to be performer under this agreement under all appropriate policy the signed authorized represent warrants that the insured carriers have been informed of and accepted the county of Rockland per the Business Liability Coverage Form SS0008 attached to this policy.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/29/2019

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PRODUCER NORTHEAST AGENCIES INC/PHS 01214608 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78265	CONTACT NAME: PHONE (866) 467-8730 (A/C, No, Ext):		FAX (888) 443-6112 (A/C, No):
	E-MAIL ADDRESS:		
INSURED The Mind of a Winner 18 WOODLAND TER ORANGEBURG NY 10962-2318		INSURER A : Twin City Fire Insurance Company INSURER B : Hartford Accident and Indemnity Company INSURER C : INSURER D : INSURER E : INSURER F :	NAIC# 29459 22357

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability			01 SBM BE4564	03/05/2019	03/05/2020	EACH OCCURRENCE \$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
							MED EXP (Any one person) \$10,000
							PERSONAL & ADV INJURY \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$2,000,000
							PRODUCTS - COMP/OP AGG \$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			01 WEG AC9LC7	03/05/2019	03/05/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$1,000,000
							E.L. DISEASE -EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER
 THE TOWN OF ORANGETOWN
 26 W ORANGEBURG RD
 ORANGEBURG NY 10962-1706
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan S. Castaneda

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19-SP-31

July 18, 2019

RECEIVED

JUL 19 2019

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

Re: Special Permit Application

Dear Orangetown Town Board:

I am hereby applying for a Special Use Permit for the One Love Culture Fest which will be held on August 11th, 2019 from 12pm to 9pm. This event will be taking place at German Masonic Park, 120 Western Highway S, Tappan NY 10983. It will feature music, entertainment, food, and art.

We are expecting 500+ attendees and are in need of the Highway and Police Department assistance. In order to provide the necessary safety, we will need ⁽³⁰⁾ barrels, ⁽³⁰⁾ barricades, caution tape ^{HWY} and police presence for traffic control at each signalized intersection and entrance during the event. Please let me know if you recommend us utilizing any other materials that can help benefit and or utilize to ensure the safety of our patrons while entering the park.

OPD

If you require any further information please contact me at 845-405-6230 or via email oneloveculturefest@gmail.com.

Sincerely,

Gregory Joseph
One Love Culture Fest

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Permit # 19-SP-31

Date: **FEB 20 2018**

THE MIND OF A WINNER
400 W PEACHTREE ST NW UNIT 3815
ATLANTA, GA 30308-0000

Employer Identification Number:

82-4117990

DIN:

2605343002058

Contact Person:

CUSTOMER SERVICE

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

June 30

Public Charity Status:

509(a)(12)

Form 990/990-EZ/990-N Required:

Yes

Effective Date of Exemption:

January 9, 2018

Contribution Deductibility:

Yes

Addendum Applies:

No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

THIS AUTHORIZATION IS TO BE SIGNED AND DATED

The following authorization must be signed and dated by an individual applicant, each member of a partnership or an authorized officer of a corporation.

The undersigned, each for herself/himself, certifies that she/he is the applicant or applicant principal of the above named; that she/he knows the contents of the above application and the statements contained therein; and that the same are true of her/his own knowledge. If the applicant is a corporation then the corporate principal acknowledges that she/he has been authorized, by order of the Board of Directors of said applicant corporation to make the statements and answers in this application on behalf of said corporation with the same force and effect as if said corporation made such statements and answers itself. The undersigned certifies that she/he has read the terms and conditions for the permit applied for and agrees to comply with these conditions.

KEE W. CHUNG
Print name of applicant or principal signing authorization
(If a partnership, all partners must sign)

President
Title of principal

KEE W. CHUNG
Signature of applicant or principal

100 Old Palisade Rd. #PL12 Fort Lee, NJ 07024
Home address of applicant or principal

201-575-0606 (Cell)
Telephone Number of applicant or principal

July 8, 2019
Dated

Print name of applicant or principal signing authorization
(If a partnership, all partners must sign)

Title of principal

Signature of applicant or principal

Home address of applicant or principal

Telephone Number of applicant or principal

Dated

RECEIVED

JUL 16 2019

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

TOWN OF ORANGETOWN

REQUEST TO ATTEND CONFERENCE, MEETING, SEMINAR OR SCHOOL

(Complete and forward original to Finance Office. Retain copy for your records.)

REQUESTING DEPARTMENT: DEME DATE: _____

NAME(S) OF PERSON(S) TO ATTEND: Christopher Bottari

CONFERENCE, ETC. - NAME & LOCATION: Basic Ops Class;
Morrisville State College

CONFERENCE, ETC. DATE(S): Sept 9th - Sept 20th

WHAT DO YOU EXPECT TO GAIN FROM ATTENDANCE (ATTACH COPY OF BROCHURE):

DATE(S) LAST ATTENDED A SIMILAR CONFERENCE, ETC.: _____

ESTIMATED EXPENSES:

Item	Charge to:		Total
	Schls & Confs	Travel Exp*	
Registration Fee	\$ <u>975.00</u>	\$ _____	\$ _____
Lodging	_____	<u>1,263.36</u>	_____
Meals	_____	<u>350.00</u>	_____
Travel	_____	<u>419.42</u>	_____
Other	_____	_____	_____
Total	\$ _____	\$ <u>3,007.78</u>	\$ _____

*Use if only travel expense involved

REMAINING BALANCE IN 0441 Account: \$ _____

IF TRAVEL ONLY, REMAINING BALANCE IN 0480 Account: \$ _____

DEPARTMENT HEAD APPROVAL/SIGNATURE (if not an attendee): [Signature]

FINANCE OFFICE VERIFICATION OF FUNDS AVAILABILITY: 0441-\$ _____ 0480-\$ _____

TOWN BOARD ACTION: Approved _____ Disapproved _____ Date: _____ Res. No. _____

REASON FOR DISAPPROVAL: _____

TOWN SUPERVISOR'S SIGNATURE: _____

DISTRIBUTION, BY TOWN CLERK:

Original to Head of Requesting Department:
Retain photocopy for file.

Date: _____

Christopher Bottari

Overview: Requesting to attend the "Basic Operations of Wastewater Treatment Plants" class. It is a prerequisite to take the grade 2 wastewater operators test. I have the time needed within plant operations to take the test with just the educational training remaining. My objective is to have the license for when future positions open up. The class will be taking place at Morrisville State College from Sept. 9th 2019 to Sept. 20th 2019.

Expenses:

Class Registration Fee: \$975.00

➤ Pages

1. Class Description
2. Confirmation E-mail

Meals: \$350.00

- 10 days; \$35 per day – $10 \times \$35.00 = \350.00

Travel: \$419.42

- Home to Hotel - total mileage 478 miles at 54.05 cents per mile is \$258.36
- Hotel to School – total mileage 298 miles at 54.05 cents per mile is \$161.06.
- Total cost – $\$161.06 + \$258.36 = \$419.42$

➤ Pages

3. Home to Hotel
4. Hotel to School

Lodging: \$1,263.36

➤ Pages

5. Hotel Bill

Class Registration	\$975.00
Meals	\$350.00
Travel	\$419.42
Lodging	\$1,263.36
Total	\$3,007.78

Christopher Bottari

Overview: Requesting to attend the "Basic Operations of Wastewater Treatment Plants" class. It is a prerequisite to take the grade 2 wastewater operators test. I have the time needed within plant operations to take the test with just the educational training remaining. My objective is to have the license for when future positions open up. The class will be taking place at Morristown State College from Sept. 9th 2019 to Sept. 20th 2019.

Expenses:

Class Registration Fee: \$975.00

- 1. Class Description
- 2. Confirmation E-mail

Meals: \$350.00

• 10 days: \$32 per day - 10 x \$32.00 = \$320.00

Travel: \$419.42

• Home to hotel - total mileage 478 miles at 24.05 cents per mile is \$258.36

• Hotel to school - total mileage 398 miles at 24.05 cents per mile is \$161.06

• Total cost - \$161.06 + \$258.36 = \$419.42

- 3. Home to Hotel
- 4. Hotel to School

Lodging: \$1,583.36

- 5. Hotel Bill

Class Registration	\$975.00
Meals	\$350.00
Travel	\$419.42
Lodging	\$1,583.36
Total	\$3,007.78

Class Description

Environmental Training X 4 Private Del Regno Ct to 2! + v

https://etc.morrisville.edu/courses/detail.aspx?id=1

Contact Us

Environmental Training Center
Morrisville State College
Crawford Hall, 3rd Floor
Morrisville, NY 13400

Phone: 315-684-6002
Fax: 315-684-6609

Facebook Twitter

“These training classes provide the necessary foundation for anyone pursuing a career in the waste water field. Whether you work for a regulating body, private industry that has a regulated discharge, ... more

— Casey Clark, Sanitary Engineer 1

Description

This 60-hour course is designed and approved by the NYS Department of Environmental Conservation to prepare wastewater treatment plant operators for the certification exam. A wide variety of aspects of treatment are presented. The textbooks for the course are Operation of Wastewater Treatment Plants, Volumes I and II, by the University of California at Sacramento. The books are available directly from the Morrisville State College Bookstore. You can order in advance by calling the bookstore at (315) 684-6073 or purchase the books when you arrive on campus for the course. This course requires a lot of reading. It is strongly suggested that you acquire the book and read the first three chapters in volume I prior to the start of the course. NYS DEC requires each course participant to pass a written exam at the completion of the training course to meet part of the qualifications for certification. The exam covers a great deal of material, including math, and it is suggested that participants brush up on math skills. Field trips to local plants are an integral part of this course.

Topics covered during this course include:

- Introduction to Wastewater Treatment
- Preliminary & Primary Treatment
- Biological Treatment
- Fixed Film Biological Treatment
- Suspended Growth Biological Treatment & Advanced Treatment
- Clarifiers & Disinfection
- Introduction to Solids Handling
- Solids Stabilization & Disposal
- Maintenance & Safety
- Sampling, Analysis & Data Handling
- Management & Supervision

Prerequisites

6 Months Experience in Plant Operations

Price

\$975

Register for courses

Type here to search

4:31 PM 7/30/2019

Navigation icons: back, forward, search, and other controls.

Text block containing the first part of the class description.

Text block containing the second part of the class description.

Text block containing the third part of the class description.

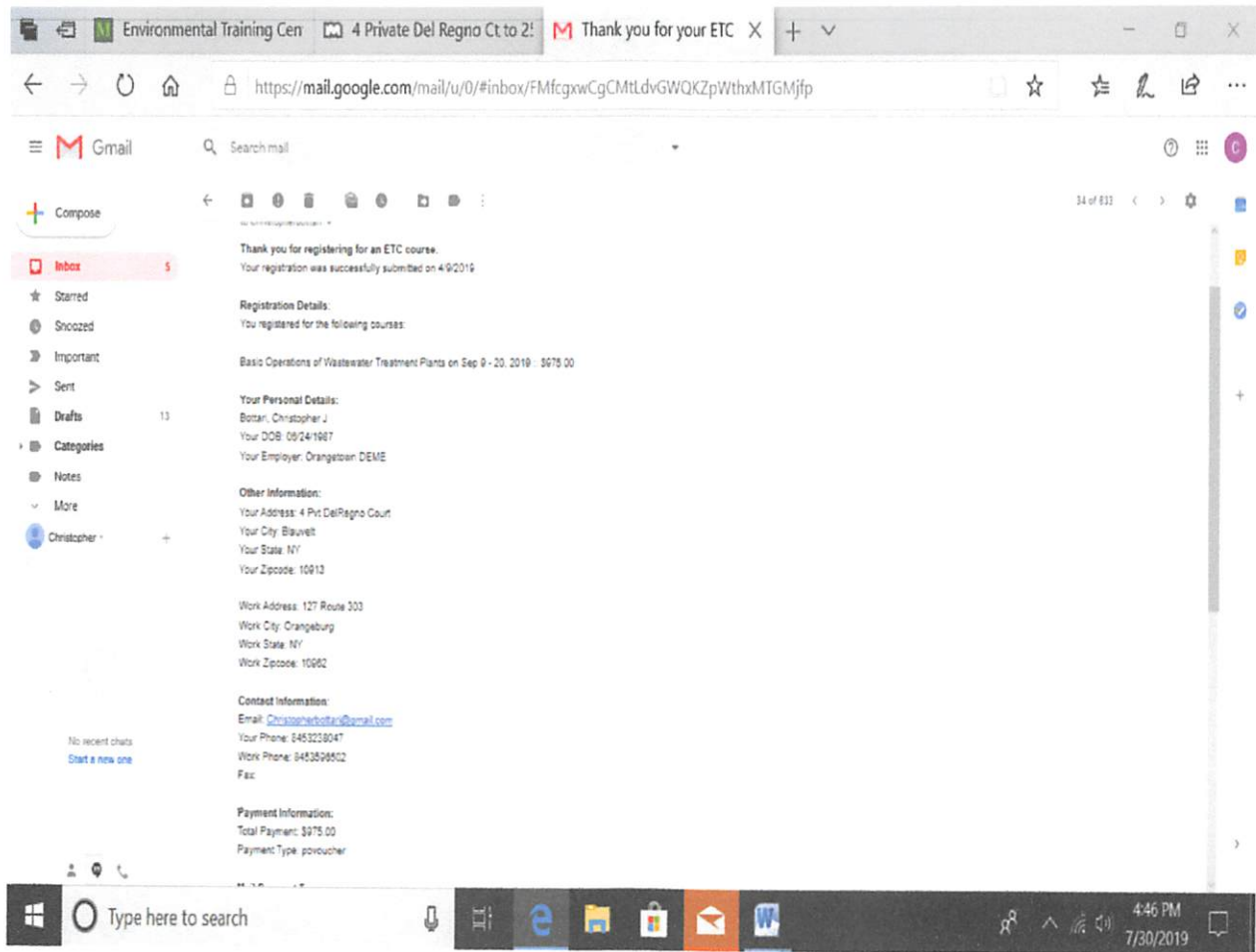
Text block containing the fourth part of the class description.

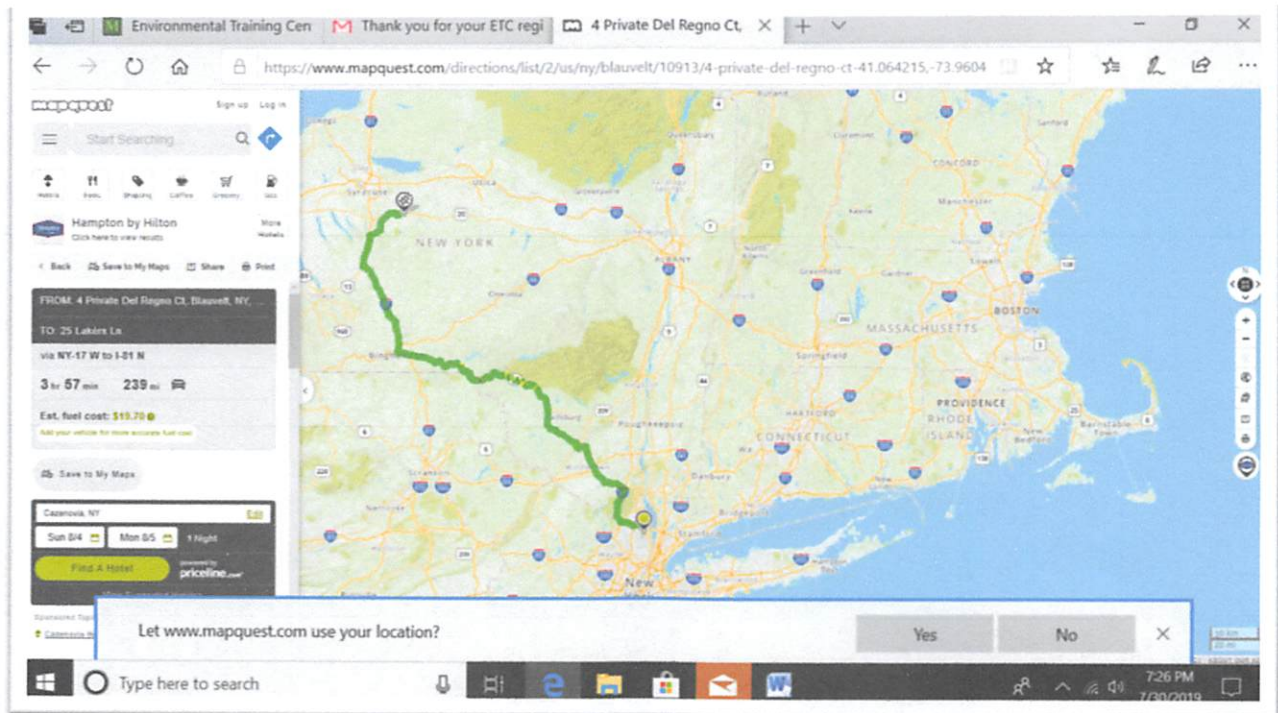
Text block containing the fifth part of the class description.

Text block containing the sixth part of the class description.



Confirmation E-mail





- 239 miles each way, home to hotel.
- Mileage rate 54.05 cents as of 7/29/2019
- $239 \times 2 = 478$ miles
- 478 miles at the rate of 54.05 cents per miles is \$258.36

Environmental Training Cen Thank you for your ETC regi 25 Lakers Ln, Cazenovia X + -

https://www.mapquest.com/directions/list/2/us/new-york/cazenovia/13035-1416/25-lakers-ln-42.924545,-75.8

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More Hotels

Back Save to My Maps Share Print

FROM: 25 Lakers Ln
TO: 20 Eaton St
via County Hwy 28
20 min 14.9 mi 🚗
Est. fuel cost: \$1.69
Add your vehicle for more accurate fuel cost

CURRENT TRAFFIC LIGHT

Save to My Maps

Montville, NY
Sun 8/4 Mon 8/5 1 Night
Find A Hotel
powered by priceline.com
View Deals and Photos

Sponsored Topics
Montville Hotels Montville Restaurants

Type here to search

7:25 PM
7/30/2019

- 14.9 miles each way from school to the hotel.
- 14.9 mile trip twice a day is 29.8
- 29.8 miles per day for 10 days is a total of 298 miles
- 298 miles at the mileage rate of 54.05 cents per miles is \$161.07

8:38

LTE

secure3.hilton.com

Rate Details Government

US GOVERNMENT ON DUTY TRAVEL ID-TRAVEL ORDERS
REQUIRED AT CHECKIN LIMIT 2 ROOMS PER
RESERVATION INCLUDES HOT B'FAST & WIFI

**Room: 1 KING MICROWV/FRIDGE/WET BAR STUDIO
SUITE NS**

Adults: 1

Children: 0

DATE	PRICE PER NIGHT (USD)
08 Sep 2019	94.00
09 Sep 2019	94.00
10 Sep 2019	94.00
11 Sep 2019	94.00
12 Sep 2019	94.00
13 Sep 2019	94.00
14 Sep 2019	94.00
15 Sep 2019	94.00
16 Sep 2019	94.00
17 Sep 2019	94.00
18 Sep 2019	94.00
19 Sep 2019	94.00

Room Subtotal 1,128.00

Taxes 4.00 % per room per night 135.36
 8.00 % per room per night

Total for stay 1,263.36

Rules & Restrictions

BID OPENING TIME 11:00AM **DATE** August 1, 2019

CONTRACTOR NAME & ADDRESS
*Colonnelli Bros
 Hackensack, NJ
 Victor Zagibee
 Garnerville NY
 Boyce Excavating
 State Hill, NY*

DATE RECEIVED	8/1/19	8/1/19	8/1/19			X
TIME RECEIVED	9:51am	10:00am	10:05am			
NON COLLUSION STATEMENT	✓	✓	✓			
BID BOND or CERTIFIED CHECK	✓	✓	✓			

Bid Item No. 1 – Estimated Quantity/Lump Sum/Traffic Control – Minimum Stipulated Price \$2,000

UNIT PRICE	\$ 34,070-	\$ 8,000 -	\$ 113,500-	\$	\$	X
EXTENDED TOTAL	\$ 34,070-	\$ 8,000 -	\$ 113,500-	\$	\$	

Bid Item No. 2 – Estimated Quantity/1,450 Linear Feet/Saw Cutting Asphalt Pavement

UNIT PRICE	\$ 3.00	\$ 3.00	\$ 3.50	\$	\$	X
EXTENDED TOTAL	\$ 4,350-	\$ 4,350-	\$ 5,075-	\$	\$	

Bid Item No. 3 – Estimated Quantity / 712 Linear Feet / 8" Diameter SDR35 PVC Sanitary Sewer

UNIT PRICE	\$ 165-	\$ 140-	\$ 275-	\$	\$	X
EXTENDED TOTAL	\$ 117,480-	\$ 99,680-	\$ 195,800-	\$	\$	

Bid Item No. 4 – Estimated Quantity/3 Each/Standard Precast Concrete Manhole

UNIT PRICE	\$ 15,000-	\$ 6,000-	\$ 8,000-	\$	\$	X
EXTENDED TOTAL	\$ 45,000-	\$ 18,000-	\$ 24,000-	\$	\$	

Bid Item No. 5 – Estimated Quantity/50 Linear Feet/Installation and Connection of Existing Lateral to new sewer

UNIT PRICE	\$ 10-	\$ 150-	\$ 603-	\$	\$	X
EXTENDED TOTAL	\$ 500-	\$ 7,500-	\$ 30,150-	\$	\$	

Bid Item No. 6 – Estimated Quantity/135 Tons/Type 3 Asphalt Binder Course

UNIT PRICE	\$ 10-	\$ 175-	\$ 275-	\$	\$	X
EXTENDED TOTAL	\$ 1,350-	\$ 23,625-	\$ 37,125-	\$	\$	

Bid Item No. 7 – Estimated Quantity/45 Tons/Type 6F Asphalt Top Course

UNIT PRICE	\$ 200-	\$ 100-	\$ 280-	\$	\$	X
EXTENDED TOTAL	\$ 9,000-	\$ 4,500-	\$ 12,600-	\$	\$	

Bid Item No. 8 – Estimated Quantity/350 Cubic Yards/Trench Backfill Material (Item 4) NYSDOT Item 304.14

UNIT PRICE	\$ 35-	\$ 50-	\$ 65-	\$	\$	X
EXTENDED TOTAL	\$ 12,250-	\$ 17,500-	\$ 22,750-	\$	\$	

Bid Item No. 9 – Estimated Quantity/120 Cubic Yards/3/4" Crushed Stone Pipe Bedding

UNIT PRICE	\$ 25-	\$ 50-	\$ 68-	\$	\$	X
EXTENDED TOTAL	\$ 3,000-	\$ 6,000-	\$ 8,160-	\$	\$	

Bid Item No. 10– Estimated Quantity/10 Cubic Yards/Rock Excavation

Minimum Stipulated Price – \$100.00/cu.yd

UNIT PRICE	\$ 400-	\$ 200-	\$ 500-	\$	\$	X
EXTENDED TOTAL	\$ 4,000-	\$ 2,000-	\$ 5,000-	\$	\$	

						X
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TOWN OF ORANGETOWN

REQUEST TO ATTEND CONFERENCE, MEETING, SEMINAR OR SCHOOL

(Complete and forward to Finance Office. Retain copy for your records.)

REQUESTING DEPARTMENT: DEME DATE: 8/8/19

NAME(S) OF PERSON(S) TO ATTEND: Fernando Seminelli

CONFERENCE, ETC. - NAME & LOCATION: Building NY's WRRF Interest in Strategic Energy Management
Yonkers Joint WWTP, 1 Fernbrook Street, Yonkers, NY

CONFERENCE, ETC. DATE(S): November 6, 2019

WHAT DO YOU EXPECT TO GAIN FROM ATTENDANCE (ATTACH COPY OF BROCHURE):
6.0 Contact Hours and better understanding of energy use in WRRFs

DATE(S) LAST ATTENDED A SIMILAR CONFERENCE, ETC.: _____

ESTIMATED EXPENSES:

Item	Charge to:		Total
	Schls & Confs	Travel Exp*	
Registration Fee	\$ <u>60.00</u>	\$ _____	\$ <u>60.00</u>
Lodging	_____	<u>N/A</u>	_____
Meals	_____	<u>30.00</u>	<u>30.00</u>
Travel	_____	<u>32.03</u>	<u>32.03</u>
Other	_____	_____	_____
Total	\$ <u>60.00</u>	\$ <u>62.03</u>	\$ <u>122.03</u>

*Use if only travel expense involved

REMAINING BALANCE IN .441 Account: \$ _____

IF TRAVEL ONLY, REMAINING BALANCE IN .480 Account: \$ _____

DEPARTMENT HEAD APPROVAL/SIGNATURE (if not an attendee): 

FINANCE OFFICE VERIFICATION OF FUNDS AVAILABILITY: .441-\$ _____ .480-\$ _____

TOWN BOARD ACTION: Approved _____ Disapproved _____ Date: _____

Building NY's WRRF Interest in Strategic Energy Management

11/6/2019 8:00 AM

11/6/2019 4:00 PM

Instructor: Layne McWilliams, Peter Wernsdorfer, Cascade Energy

Location: Yonkers Joint WWTP, 1 Fernbrook Street, Yonkers, NY

Contact Hours: 6.0 RTC; 6.0 ATC, 5.0 PDH

Course Description: This course will cover energy basics; energy mapping; tracking key performance indicators, benchmarks and energy events; common low and no-cost energy saving opportunities; energy teams and employee engagement; treasure hunt activity; leveraging help; barriers to success; and NYSERDA's SEM efforts, WEC Pilot review and application process.

TOWN OF ORANGETOWN

REQUEST TO ATTEND CONFERENCE, MEETING, SEMINAR OR SCHOOL

(Complete and forward to Finance Office. Retain copy for your records.)

REQUESTING DEPARTMENT: DEME DATE: 8/8/19

NAME(S) OF PERSON(S) TO ATTEND: Fernando Seminelli

CONFERENCE, ETC. - NAME & LOCATION: Mathematics for Water and Wastewater Operators
Monticello Firehouse, 23 Richardson Ave, Monticello, NY

CONFERENCE, ETC. DATE(S): 9/19/2019

WHAT DO YOU EXPECT TO GAIN FROM ATTENDANCE (ATTACH COPY OF BROCHURE):
6.0 Contact Hours and better understanding of energy use in WRRFs

DATE(S) LAST ATTENDED A SIMILAR CONFERENCE, ETC.: _____

ESTIMATED EXPENSES:

<u>Item</u>	<u>Charge to:</u>		<u>Total</u>
	<u>Schls & Confs</u>	<u>Travel Exp*</u>	
Registration Fee	\$ <u>60.00</u>	\$ <u>N/A</u>	\$ <u>60.00</u>
Lodging	_____	_____	_____
Meals	_____	<u>30.00</u>	<u>30.00</u>
Travel	_____	<u>86.07</u>	<u>86.07</u>
Other	_____	_____	_____
Total	\$ <u>60.00</u>	\$ <u>116.07</u>	\$ <u>176.07</u>

*Use if only travel expense involved

REMAINING BALANCE IN .441 Account: \$ _____

IF TRAVEL ONLY, REMAINING BALANCE IN .480 Account: \$ _____

DEPARTMENT HEAD APPROVAL/SIGNATURE (if not an attendee): 

FINANCE OFFICE VERIFICATION OF FUNDS AVAILABILITY: .441-\$ _____ .480-\$ _____

TOWN BOARD ACTION: Approved _____ Disapproved _____ Date: _____

Mathematics for Water and Wastewater Operators (Lower Hudson
Chapter MEC Training)

9/19/2019 8:00 AM

9/19/2019 4:00 PM

**RESCHEDULED FROM APRIL 10
to SEPTEMBER 19**

Location: Monticello Firehouse, 23 Richardson Avenue, Monticello, NY

This course will serve as either an introduction to mathematics required for water and wastewater operators or a review for more seasoned operators. This course could also be a valuable one for those preparing for operator examinations.

Course Schedule:

8:00 am Registration

8:30 am Basic mathematics review as it pertains to working at a treatment facility; (real world/applied math or what you should know); decimals, fractions, concentrations, percent solids, understanding laboratory results from a mathematics perspective; and basic equations

10:30 am Break

10:45 am Using mathematics to better understand treatment plants; calculation of unit process and unit operation organic, hydraulic and solids loadings; familiarity with standard treatment facility terms and design ranges

12:00 pm Lunch

1:00 pm The importance of mathematics at a treatment facility for both process control and proper dosing. Calculation of mass quantities, activated sludge calculations, sludge handling and flow measurement.

2:30 pm Break

2:45 pm Attendees participation concerning their specific facility Discussion and calculations

3:45 pm Questions and answers, evaluations and wrap-up

4:00 pm Course adjourned

**TOWN OF ORANGETOWN
FINANCE OFFICE MEMORANDUM**

TO: THE TOWN BOARD
FROM: JEFF BENCIK, *DIRECTOR OF FINANCE*
SUBJECT: AUDIT MEMO
DATE: 08/14/2019
CC: DEPARTMENT HEADS



The audit for the Town Board Meeting of 8/20/19 consists of 2 warrants for a total of \$814,923.21

The first warrant had 10 vouchers for \$193,812.68 and had the following items of interest.

1. Ryerson Farms (p3) - \$15,000 for escrow release.
2. Tomco Construction (p3) - \$58,121 for Homes for Heroes project.
3. Turco Golf (p4) - \$113,268.50 for bunker project at Blue Hill.

The second warrant had 208 vouchers for \$621,110.53 and had the following items of interest.

4. Beckerle Lumber (p10) - \$6,264.83 for various departments.
5. Capasso & Sons (p11) - \$62,848.50 for recycling.
6. Chestnut Ridge Transport (p11) - \$46,671 for summer bussing for day camps.
7. Corsi Tire (p 14) - \$6,128.47 for Police vehicle repair.
8. Crown Castle Fiber (p15) - \$6,470 for connectivity.
9. De Lage Landen (p16) - \$15,908 for golf cart leases.
10. Global Montello (p24) - \$36,117 for fuel.
11. JP Morgan Equipment Finance (p29) - \$53,828 for energy performance contract.
12. NYPA (p36) - \$21,617 for streetlight project.
13. Sprague (p54) - \$15,653 for fuel.
14. Tilcon (p64) - \$14,074 for Highway materials.
15. Wilfred Mac Donald (p69) - \$18,998 for Parks vehicle (bonded).

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

Jeffrey W. Bencik
845-359-5100 x2204