

**Orangetown Town Clerk, Rosanna Sfraga,
Rockland County Solid Waste Authority,
and People to People will host a
Paper Shredding & Non-Perishable
Food Collection Event**



**Saturday, April 13, 2019
8:00 a.m. - 12 noon**

Shredding Service is FREE & SECURE

- Drive-thru (drive-up to the shredding truck and someone will unload your documents from your vehicle)
- Paper Clips and Staples are Acceptable
- NO Plastic Bags, Binders, or Large Binder Clips
- Please bring non-perishable food items for donation to "People to People" local food pantry



**Let's shred hunger together!
A board member from People to People
will match \$1 per item of food collected**

**Orangetown Town Hall - Parking Lot
26 Orangeburg Road, Orangeburg, NY**

To: Supervisor C. Day

From: Margaret Raso, Chair, Historic Board

Re: Proposed text amendment to Orangetown code 12-4(A), 12-4 (E), 12-4 (F)

Chapter 12 Historic Areas

12-4 (A)

"Any change in the exterior design or appearance of a structure (change to any and all structures)and eliminate building and code references.

12-4(E)

"Owners of structures constructed before December 31, 1918 (**change to all structures**) desiring to make more extensive repairs shall design such alterations only in a manner consistent with the exterior materials, scale, fenestration, colors, design and appearance of the existing or of the original structure.

Findings: new home owners purchase a home that was built before 1918 and these homes often have newer additions which lead people to believe that they do not have to comply with set Codes.

12-4(F)

"Owners of structures constructed after December 31, 1918, desiring to make alterations more extensive than repairs and thus requiring a building permit (delete this)...

In the case of an architecturally significant structure (change to architecturally and/or historically significant structure).

PHILLIPS & MILLMAN

ATTORNEYS AT LAW

A FIRM CHOICE

NEW YORK OFFICE
148 SOUTH LIBERTY DRIVE
STONY POINT, NEW YORK 10980
845.947.1100
FACSIMILE
845.786.7207

NEW JERSEY OFFICE
346 GRAND AVENUE
ENGLEWOOD, NEW JERSEY 07631
201.894.1104
ALL CORRESPONDENCE TO NEW YORK

FRANK J. PHILLIPS +A
JEFFREY T. MILLMAN +* A
JEANNE M. HURLEY +
ORRIN A. FULLERTON +

OF COUNSEL
+ FRANK J. LAPERCHE
+A KELLY A. BURGOON
* JOSEPH A. RAIA
+ WARREN P. KOSSIN
+ HON. CHARLES APOTHEKER

PARALEGAL
ISABEL ACEVEDO
KIMBERLY LASCANO
+ MEMBER NY
* MEMBER NJ
A MEMBER CT

PJanuary 22, 2019

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

RE: Zone Change
“LO” to “CC” District
568, 572, 574, 576, 578 Route 303

Dear Supervisor Day and Honorable Town Board Members:

Enclosed please find an original and six (6) copies of the applicant, Gerald Bieber’s, zone change petition and exhibits.

We respectfully request that you place this application on the Town Board agenda.

Thank you for your attention and cooperation to this matter.

Respectfully yours,

Frank J. Phillips

FJP/als

cc: Robert Magrino, Town Attorney

Gerald Bieber, Rick Ramsay, Ramsay Reality, Judith M. Monschik, Klever Yadaicela,
John Atzl, Atzl, Nasher & Ziglor

WWW.PHILLIPSANDMILLMAN.COM

TOWN BOARD: TOWN OF ORANGETOWN
COUNTY OF ROCKLAND
STATE OF NEW YORK

-----X

IN THE MATTER OF THE

PETITION OF

PETITION

GERALD BIEBER, RISE BIEBER,
K & P PAVING CORP., RAMSAY REALTY CORP.,
JOESEPH P. MENSCHIK AND JUDITH M. MENSCHIK

PETITIONERS,

AMENDMENT OF THE ZONING ORDINANCE
OF THE TOWN OF ORANGETOWN FROM AN
"LO" DISTRICT TO AN "CC" DISTRICT

-----X

TO THE TOWN BOARD OF
THE TOWN OF ORANGETOWN

The undersigned Petitioners respectfully petition your Honorable Board as follows:

FIRST:

Gerald Bieber and Rise Bieber, owns the property, 576 Route 303, located in the hamlet of Blauvelt more particularly bounded and described in the deed annexed hereto as Exhibit A.

Paul W. Valentine and Nancy Valentine , owns the property, 578 Route 303, located in the hamlet of Blauvelt more particularly bounded and described in the deed annexed hereto as Exhibit A.

K & P Paving Corp., owns the property, 568 Route 303, located in the hamlet of Blauvelt more particularly bounded and described in the deed annexed hereto as Exhibit A.

Ramsay Realty Corp., owns the property, 572 Route 303, located in the hamlet of Blauvelt more particularly bounded and described in the deed annexed hereto as Exhibit A.

Joseph P. Menschik and Judith M. Menschik, owns the property, 574 Route 303, located in the hamlet of Blauvelt more particularly bounded and described in the deed annexed hereto as

Exhibit A.

SECOND:

The properties described in Schedule A to Exhibit A is known and designated on the Tax

Map of the Town of Orangetown as:

<u>Section</u>	<u>Block</u>	<u>Lot</u>
70.14	4	15
70.14	4	14
70.14	4	19
70.14	4	17
70.14	4	16

THIRD:

Annexed hereto and marked as Exhibit B is a survey for Gerald Bieber's property. Exhibit C is a copy of the Land area and Zoning Map; and Exhibit D is a copy of the Tax Map of the subject of the petition and the surrounding parcels.

FOURTH:

The subject properties are:

Section 70.14, Block 4 Lot 15 at 576 Route 303, Blauvelt, NY 10913

Section 70.14, Block 4 Lot 14 at 578 Route 303, Blauvelt, NY 10913
Section 70.14, Block 4 Lot 19 at 568 Route 303, Blauvelt, NY 10913
Section 70.14, Block 4 Lot 17 at 572 Route 303, Blauvelt, NY 10913
Section 70.14, Block 4 Lot 16 at 574 Route 303, Blauvelt, NY 10913

FIFTH:

Annexed hereto and marked Exhibit E is a list of names and address of all property owners within 500 ft of the properties which are the subject of this Petition as the same appears on the tax roll of the Town of Orangetown.

SIXTH:

Said properties are presently zoned "LO" for Laboratory Office District.

SEVENTH:

Pursuant to the Town Law of the State of New York, and the Zoning Ordinance of the Town of Orangetown, Petitioners hereby request that the Zoning Ordinance be amended to place the properties, as described in and shown in Exhibit "C", in a "CC" Zoning District, which would allow the development of one-story commercial units within said Zone.

EIGHTH:

The proposed change would be compatible with the present and proposed use of adjoining and neighboring properties to the West, South and East.

NINTH:

The proposed change would be in the public interest of the residents of Town of

Orangetown in that:

- (A) the development of the properties in a "CC" zone would establish a new tax rateable,
- (B) the development of the properties under the "CC" zone would be consistent with the general character of the immediate area surrounding the subject premises, which is previously zoned "CC",
- (C) the granting of such relieve as is sought in this Petition will be the most appropriate use of the subject parcels, will promote general health and welfare of the community, will preserve property values, and will be beneficial to the owners.

TENTH:

The parcels which are the subject of this Petition can best be developed under the proposed "CC" zone.

ELEVENTH:

The premises are not within 500 feet of any of the following:

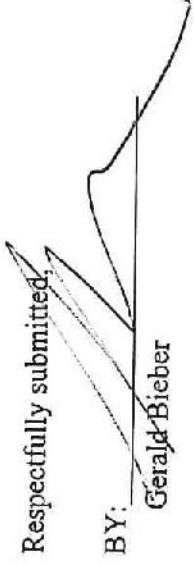
- (A) any county, town, or village boundary line,
- (B) any county or state park or recreation area,
- (C) any right-of-way of any state park or recreation area, expressway or other limited access highway,
- (D) any county or state land on which a public building institution is situated.

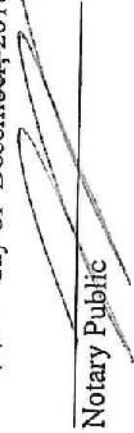
TWELFTH:

The overall project is within 500 feet of State Road -Route 303.

WHEREFORE, the Petitioners respectfully pray that your Honorable Board take such steps and such action as may be necessary to grant relief sought in this Petition.

Dated: *June 14, 2019*

Respectfully submitted,
BY: 
Gerald Bieber

Severally sworn to me this
14th day of ~~December, 2018~~ *June* ~~2018~~ *2019*

Notary Public

FRANK J. PHILLIPS
Notary Public, State of New York
No. 02PH4980464
Commission Expires April 22, 20*19*

TWELFTH:

The overall project is within 500 feet of State Road –Route 303.

WHEREFORE, the Petitioners respectfully pray that your Honorable Board take such steps and such action as may be necessary to grant relief sought in this Petition.

Dated: 1-7-2019

Respectfully submitted,

Ramsay Realty Corp.

BY: R.R.
Rick Ramsay, Resident

Severally sworn to me this

~~day of December, 2018~~

Jan. 7 2019

Michelle Lanzano
Notary Public

MICHELLE CARYN LANZANO
NOTARY PUBLIC OF NEW JERSEY
ID # 2449483

My Commission Expires 8/22/2019

TWELFTH:

The overall project is within 500 feet of State Road –Route 303.

WHEREFORE, the Petitioners respectfully pray that your Honorable Board take such steps and such action as may be necessary to grant relief sought in this Petition.

Dated:

Respectfully submitted,

BY: Judith M. Menschik
Judith M. Menschik

Severally sworn to me this

23rd day of December, ~~2018~~ January, 2019

Luis A. Alvarado
Notary Public

LUIS A. ALVARADO
Notary Public, State of New York
Reg. No. 01AL637799
Qualified in Rockland County
Commission Expires 7/16/2022

- (A) any county, town, or village boundary line,
- (B) any county or state park or recreation area,
- (C) any right-of-way of any state park or recreation area, expressway or other limited access highway,
- (D) any county or state land on which a public building institution is situated.


THIRTEENTH:

The overall project is within 500 feet of State Road –Route 303.

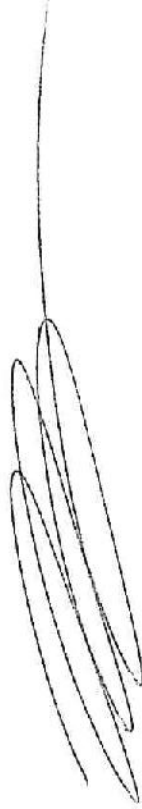
WHEREFORE, the Petitioners respectfully pray that your Honorable Board take such steps and such action as may be necessary to grant relief sought in this Petition.

Dated: December 7, 2018

Respectfully submitted,

BY: 
Klever yadaicela

Sworn to before
me on the 7th day
of December 2018



FRANK J. PHILLIPS
Notary Public, State of New York
No. 02PH4980464
Qualified in Rockland County
Commission Expires April 22, 2019



STATE OF NEW YORK, COUNTY OF ROCKLAND 48:
On the 27th day of February 1985, before me personally came Charles A. Linkwitz, George Linkwitz Jr., Margaret A. Linkwitz and Roney G. Kaitz.

to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they executed the same

Robert D. Seidel

ROBERT A. REINICK
Not Public, State of New York
No. 44179669
Residing in Rockland County

STATE OF NEW YORK, COUNTY OF ROCKLAND 49:
On the 19 day of March, 1985

On the 19 day of 19 before me personally came to me known, who, being by its duly sworn, did depose and say that he resides at No.

that he is the of

the corporation described in and which executed the foregoing 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 name thereto by the order

STATE OF NEW YORK, COUNTY OF 50

On the day of 19 before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same

1550

360

STATE OF NEW YORK, COUNTY OF 51

On the day of 19 before me personally came

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 resides at No.

; that he knows to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw

execute the same; and that he, said witness at the same time subscribed his name as witness thereto.

Marguin and Sulzberg
With Government Against Grantor's Acts

Title No. 1-4688-615

MAR 1985
405

Block Map 93

BLOCK 859

LOT 6

TOWNSHIP OF ORANGETOWN
COUNTY

STAIR

Standard form of New York
Board of Title Underwriters
Distributed by
USLIFE TITLE INSURANCE
Company of New York

Received at Request of
USLIFE TITLE INSURANCE
Company of New York
RETURN BY MAIL TO

Black, Helmut & Anlev
JAY SWALEK ESQ.
1745 WILLIAMSBURGH ROAD
BRONX, NEW YORK

Exp No 10461

RESERVE THIS SPACE FOR
USE OF RECORDING OFFICE

I HEREBY CERTIFY THAT THE WITHIN
AND FOREGOING WAS RECORDED IN THE
CLERK'S OFFICE FOR ROCKLAND CO., N.Y.

MAR 1985 AT 405 M.
IN LIB. J. 85 PAGE 357 OF
LAND RECORDS.

Joseph R. Howard
Rockland County Clerk

BOOK 0085 PAGE 0861

Don
14.0
07/12
07/10

PARTISHER ET AL TO RHBHR

SCHEDULE "A"

ALL those certain lots, pieces or parcels of land and premises, situate, lying and being in Blauvelt, Town of Orangetown, Rockland County, New York, known and designated as lots numbers 9, 10, 11, 12, 24, 25, 26, 27, portions of lots numbers 14 and 15 in Block 15 and the northerly one-half of a certain street known and designated as Cedar Street as is situated between Railroad Avenue and Route 303 (formerly Overlook Avenue) all as shown on a certain map entitled "Map of Property of Dr. F.H. Fiege", made by John E. Haring, Surveyor, filed in the Rockland County Clerk's Office on June 7, 1910, in Book 30 of page 334, as Map Number 306; more particularly bounded and described as follows:

BEGINNING at a point on the northerly side of Route 303 (formerly Overlook Avenue) where the same is intersected by the division line between lots numbers 8 and 9 on said map, now or formerly land of Gillespie;

running thence southerly along the northerly side of Route 303 (formerly Overlook Avenue) South 23° 30' 00" West 135.94 feet to the center line of Cedar St.;

running thence along the center line of Cedar Street 300.00 feet to the southeasterly side of Railroad Avenue as shown on said map;

running thence along the southeasterly side of Railroad Avenue North 23° 30' 00" East 21.06 feet and North 26° 14' 00" East 104.36 feet to land now or formerly Gillespie, said line also being the division line between lots numbers 24 and 23 in Block 15 on said map;

running thence along the aforementioned division line South 66° 34' 00" East 295.22 feet to the point or place of beginning.

BEING AND INTENDED TO BE: The same premises conveyed to the party of the first part by deed dated July 10, 1982, recorded in the Rockland County Clerk's Office in Liber 1074 of Deeds at page 329.

BOOK 0085 PAGE 0860

Paul Piperato, County Clerk
1 South Main St., Ste. 100
New City, NY 10956
(845) 638-5070

Rockland County Clerk Recording Cover Sheet

Received From :
SERVICELINK CRS
3220 EL CAMINO REAL
IRVINE, CA 92602

Return To :
SERVICELINK CRS
3220 EL CAMINO REAL
IRVINE, CA 92602

Method Returned : ERECORDING

First GRANTOR
VALENTINE, PAUL W - FKA

First GRANTEE
VALENTINE, PAUL W

Index Type : Land Records

Instr Number : 2018-00018523

Book : Page :

Type of Instrument : Deed

Type of Transaction : Deed

Recording Fee: \$196.00

Recording Pages : 6

The Property affected by this instrument is situated in Orangetown, in the County of Rockland, New York

Real Estate Transfer Tax	
RETT #:	6226
Deed Amount :	\$10.00
RETT Amount :	\$0.00

Total Fees : \$196.00

State of New York
County of Rockland

I hereby certify that the within and foregoing was recorded in the Clerk's office for Rockland County, New York

On (Recorded Date) : 06/25/2018

At (Recorded Time) : 1:53:00 PM



Paul Piperato

Paul Piperato, County Clerk

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT-THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 12 day of June, 2018

BETWEEN

Paul W. Valentine f/k/a Paul L. Valentine and Nancy Valentine
Both residing at 578 Route 303, Blauvelt, New York 10913

party of the first part, and

Paul W. Valentine and Nancy Valentine, as Husband and Wife
Both residing at 578 Route 303, Blauvelt, New York 10913

party of the second part,

WITNESSETH, that the party of the first part, in consideration of ten dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

SEE EXHIBIT "A" ATTACHED

"The premises herein described are and are intended to be the same as those described in deed to Paul L. Valentine and Nancy Valentine dated October 19, 2000 and recorded on October 23, 2000 in the Rockland County Clerk's Office in Instrument Id. 2000-00047361"

Property is known as 578 Route 303, Blauvelt, New York 10913

Tax ID:
SECTION:
10.14
BLOCK:
4
LOT:
14
ROCKLAND
COUNTY

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

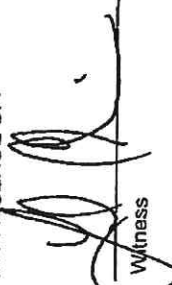
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.



AND the party of the first part covenants as follows: that said party of the first part is seized of the said premises in fee simple, and has good right to convey the same; that the party of the second part shall quietly enjoy the said premises; that the said premises are free from encumbrances, except as aforesaid; that the party of the first part will execute or procure any further necessary assurance of the title to said premises; and that said party of the first part will forever warrant the title to said premises.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:


Witness

 F/k/a Paul L. Valentine
Paul W. Valentine f/k/a Paul L. Valentine

Nancy Valentine


TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE IN NEW YORK STATE

State of New York, County of **ROCKLAND** ss:

State of New York, County of ss:

On the 12 day of June in the year **2018**
before me, the undersigned, personally appeared
Paul W. Valentine f/k/a Paul L. Valentine and Nancy Valentine
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 and acknowledged to
me that he/she/they executed the same in his/her/their
capacity(ies) and that by his/her/their signature(s) on the
instrument, the individual(s), or the person upon behalf of which
the individual(s) acted, executed the instrument.

On the _____ day of _____ in the year _____
before me, the undersigned, 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 and acknowledged to
me that he/she/they executed the same in his/her/their
capacity(ies), and that by his/her/their signature(s) on the
instrument, the individual(s), or the person upon behalf of which
the individual(s) acted, executed the instrument.


(signature and office of individual taking acknowledgment)
LEONARD COLOCCIA
Notary Public - New York
#01G08241388
Newau County
Expires May 23, 2018

(signature and office of individual taking acknowledgment)

TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE OUTSIDE NEW YORK STATE

State (or District of Columbia, Territory, or Foreign Country) of _____

ss:

On the _____ day of _____ in the year _____

before me, the undersigned, 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 and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the

_____ in _____ (and insert the State or Country or other place the acknowledgment was taken)

_____ (signature and office of individual taking acknowledgment)

Section: 70.14
Block: 4
Lot: 14

**WARRANTY DEED
WITH FULL COVENANTS**

Title No. _____

Paul W. Valentine f/k/a Paul L. Valentine and Nancy Valentine

COUNTY OR TOWN : **ROCKLAND**

STREET ADDRESS : **578 Route 303
Blauvelt, New York 10913**


TO

Paul W. Valentine and Nancy Valentine

Recorded at Request of _____

RETURN BY MAIL TO:

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS

 Distributed By
NEW YORK TITLE
Research Corporation
15 Fisher Lane
White Plains, NY 10603
914-882-9019 Fax 914-882-9182
www.nytitle.com

Paul W. Valentine
Nancy Valentine
578 Route 303
Blauvelt, New York 10913

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

**EXHIBIT A
(Continued)**

Assessor's Parcel No: 70.14-4-14

FOR COUNTY USE ONLY 392489

C1. SWIS Code

C2. Date Deed Recorded 6/25/2018

C3. Book 2018 C4. Page 18523

INSTRUCTIONS(RP-5217-PDF-INS): www.orps.state.ny.us



New York State Department of Taxation and Finance

Office of Real Property Tax Services

RP- 5217-PDF

Real Property Transfer Report (8/10)

PROPERTY INFORMATION

1. Property Location 578
 * STREET NUMBER Route 303
 * CITY OR TOWN Blauvelt
 * STATE NY
 * ZIP CODE 10913

2. Buyer Name
 * CITY OR TOWN Paul W.
 * STATE NY
 * ZIP CODE 10913
 * LAST NAME/COMPANY Valentines
 * FIRST NAME Nancy
 * LAST NAME/COMPANY Valentines
 * FIRST NAME Nancy

3. Tax Billing Address
 Indicate where future Tax Bills are to be sent if other than buyer address(at bottom of form)
 * LAST NAME/COMPANY
 * FIRST NAME

4. Indicate the number of Assessment Roll parcels transferred on the deed 1 # of Parcels OR Part of a Parcel
 (Only if Part of a Parcel) Check as they apply:
 4A. Planning Board with Subdivision Authority Exists
 4B. Subdivision Approval was Required for Transfer
 4C. Parcel Approved for Subdivision with Map Provided

5. Deed Size
 * FRONT FEET X DEPTH OR 0.51 ACRES
 * CITY OR TOWN Paul W. f/k/a Paul L.
 * STATE NY
 * ZIP CODE
 * LAST NAME/COMPANY Valentines
 * FIRST NAME Nancy
 * LAST NAME/COMPANY Valentines
 * FIRST NAME Nancy

*7. Select the description which most accurately describes the use of the property at the time of sale:
 A. One Family Residential

Check the boxes below as they apply:
 8. Ownership Type is Condominium
 9. New Construction on a Vacant Land
 10A. Property Located within an Agricultural District
 10B. Buyer received a disclosure notice indicating that the property is in an Agricultural District

SALE INFORMATION

11. Sale Contract Date 06/12/2018

*12. Date of Sale/Transfer 06/12/2018

*13. Full Sale Price 10.00
 (Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

14. Indicate the value of personal property included in the sale 0.00

15. Check one or more of these conditions as applicable to transfer:
 A. Sale Between Relatives or Former Relatives
 B. Sale Between Related Companies or Partners in Business.
 C. One of the Buyers is also a Seller
 D. Buyer or Seller is Government Agency or Lending Institution
 E. Deed Type not Warranty or Bargain and Sale (Specify Below)
 F. Sale of Fractional or Less than Fee Interest (Specify Below)
 G. Significant Change in Property Between Taxable Status and Sale Dates
 H. Sale of Business is Included in Sale Price
 I. Other Unusual Factors Affecting Sale Price (Specify Below)
 J. None

Comment(s) on Condition:

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

16. Year of Assessment Roll from which information taken(YY) 17 *17. Total Assessed Value 64,100

*18. Property Class 210 *19. School District Name South Orangetown

*20. Tax Map Identifier(s) Roll Identifier(s) (If more than four, attach sheet with additional identifier(s))

70.14-4-14

CERTIFICATION

I Certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein subject me to the provisions of the penal law relative to the making and filing of false instruments.

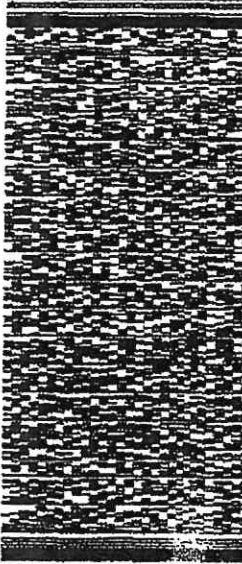
SELLER SIGNATURE Paul W. Valentines 6/12/18 DATE 6/12/18

BUYER SIGNATURE Paul W. Valentines 6/12/18 DATE 6/12/18

BUYER CONTACT INFORMATION
 (For information for the buyer. Note: If buyer is LLC, society, association, corporation, joint stock company, estate or trust, then a name and contact information of an individual/responsible party who can answer questions regarding the transfer must be entered. Type or print clearly.)

SELLER SIGNATURE Paul W. Valentines
 * LAST NAME Valentines
 * FIRST NAME Paul W.
 * AREA CODE (516) * TELEPHONE NUMBER (EX. 9999999) 801-6338

BUYER SIGNATURE Paul W. Valentines
 * STREET NUMBER 578 * STREET NAME Route 303
 * CITY OR TOWN Blauvelt * STATE NY * ZIP CODE 10913
 * LAST NAME Valentines
 * FIRST NAME Paul W.
 * AREA CODE * TELEPHONE NUMBER (EX. 9999999)



Paul Piperato, County Clerk
1 South Main St., Ste. 100
New City, NY 10956
(845) 638-5070

Rockland County Clerk Recording Cover Sheet

Received From :
NATIONAL GRANITE TITLE
155 N MAIN ST
NEW CITY, NY 10956

Return To :
NATIONAL GRANITE TITLE
155 N MAIN ST
NEW CITY, NY 10956

Method Returned : ERECORDING

First GRANTOR

568 ROUTE 303 LLC

First GRANTEE

K & P PAVING CORP

Index Type : Land Records

Instr Number : 2014-00032551

Book : Page :

Type of Instrument : Deed

Type of Transaction : Deed

Recording Fee: \$201.00

Recording Pages : 7

The Property affected by this instrument is situated in Orangetown, in the County of Rockland, New York

Real Estate Transfer Tax

RETT # : 1858
Deed Amount : \$400,000.00
RETT Amount : \$1,600.00

State of New York
County of Rockland

I hereby certify that the within and foregoing was recorded in the Clerk's office for Rockland County, New York

Total Fees : \$1,801.00
On (Recorded Date) : 12/04/2014
At (Recorded Time) : 4:39:00 PM



Paul Piperato

Paul Piperato, County Clerk

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 21st day of November, in the year 2014

BETWEEN 568 ROUTE 303 LLC

c/o Rogers McCarron & Habas, P.C., 100 Dutch Hill Road, Suite 390, Orangeburg, NY 10962

party of the first part, and K & P Paving, Corp., 9 Fairmont Avenue, Haverstraw, NY 10913
party of the second part,

WITNESSETH, that the party of the first part, in consideration of

Four Hundred Thousand and 00/100 (\$400,000.00) dollars
paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors
and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being
in the

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF

BEING AND INTENDED TO BE the same premises conveyed to 568 Route 303 LLC by deed from Integrated Wireless
Alliance LLC dated November 9, 2010 recorded in the Rockland County Clerk's Office on November 12, 2010 as Instrument
No. 2010-00041093.

BEING ALSO KNOWN as 568 Route 303, Blauvelt, New York 10913.
ALSO KNOWN as Section 70.14, Block 4, Lot 19.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads
abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and
rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the
party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said
premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will
receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied
first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the
improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it
read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:


568 Route 303 LLC by Terry Ratnecht, Managing
Member

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of Rockland, ss:

On the 21st day of November in the year 2014, before me, the undersigned, personally appeared

Terry Ratnecht as Managing Member of 568 Route 303 LLC, 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 and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

LAWRENCE B. MCCARRON, Cam.
Notary Public, State of New York
No. 02MC4924501
Qualified in Rockland County
Commission Expires February 22, 2018.

ACKNOWLEDGEMENT BY SUBSCRIBING WITNESS TAKEN IN NEW YORK STATE

State of New York, County of , ss:

On the day of in the year , 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/they reside(s) in

(if the place of residence is in a city, include the street and street number if any, thereof); that he/she/they know(s)

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/their name(s) as a witness thereto

**Bargain and Sale Deed
With Covenants**

Title No. *Or-2014-30571 W*

568 ROUTE 303 LLC
TO
K & P PAVING, CORP.

DISTRIBUTED BY
NATIONAL GRANITE TITLE INSUR
155 N. MAIN STREET
NEW CITY, N.Y. 10956
845-639-1415

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of , ss:

On the day of in the year , before me, the undersigned, 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 and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

ACKNOWLEDGEMENT TAKEN OUTSIDE NEW YORK STATE

*State of , County of , ss:

*(Or insert District of Columbia, Territory, Possession or Foreign County)

On the day of in the year , before me the undersigned 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 and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual make such appearance before the undersigned in the

(add the city or political subdivision and the state or country or other place the acknowledgement was taken).

SECTION: 70.14

BLOCK: 4

LOT: 19

COUNTY OR TOWN: ORANGETOWN

RETURN BY MAIL TO:

YVONNE GARBETT, ESQ.
3 Eberling Drive
New City, New York 10956

SCHEDULE A

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Orangetown, county of Rockland and State of New York, more particularly bounded and described as follows:

BEGINNING at a point in the westerly line of New York State Route 303 where the same is intersected by the northerly line of lands now or formerly of Shrager;

1. THENCE on a course of North 66° 30' 00" West a distance of 310.00 feet to a point;
2. THENCE on a course of South 23° 30' 00" West along the westerly line of lands now or formerly of Shrager a distance of 75.00 feet to a point;
3. THENCE on a course of North 66° 30' 00" West along the northerly line of lands now or formerly of MAG Holding a distance of 60.00 feet to the easterly line of the lands now or formerly of The West Shore Railroad (Conrail);
4. THENCE on a course of North 23° 30' 00" East along the easterly line of the lands now or formerly of The West Shore Railroad (Conrail) a distance of 225.00 feet to the northerly line of a 13,500 square foot parcel of land as shown on filed map No. 6391;
5. THENCE on a course of South 66° 30' 00" East a distance of 360.00 feet to the westerly side of the New York State Route 303;
6. THENCE on a course of South 23° 30' 00" West along the westerly side of New York state Route 303 a distance of 50.00 feet to a point;
7. THENCE on a course of South 17° 47' 22" West along the westerly side of New York State Route 303 a distance of 100.50 feet to the point or place of BEGINNING.

SCHEDULE A-1

Exclusive Easement

EXCLUSIVE EASEMENT AREA (AS SURVEYED)

Situated in the Town of Orangetown, County of Rockland and State of New York. Known as being a 3,600 square foot Exclusive Easement Area over and upon a parcel of land now or formerly conveyed to 568 Route 303 LLC as recorded in Instrument No. 2010-00041093 of Rockland county records and being more particularly described as follows:

Commencing at an Iron Pin found on the westerly right-of-way of N.Y. Route 303; Thence S 23°30'00" W, a distance of 275.00 feet; Thence N 81°38'58" W, a distance of 217.35 feet to the Point of Beginning; Thence S 23°13'47" W, a distance of 50.00 feet; Thence N 66°46'13" W, a distance of 72.00 feet; Thence N 23°13'47" E, a distance of 50.00 feet; Thence S 66°46'13" E, a distance of 72.00 feet to the Point of Beginning and containing 0.083 acres (3,600 square feet) of land, more or less.

SCHEDULE A-2

Access and Utility Easement

NON-EXCLUSIVE ACCESS & UTILITY EASEMENT AREA (AS SURVEYED)

Situated in the Town of Orangetown, County of Rockland and State of New York. Known as being a 6,740 square foot Non-Exclusive Access & Utility Easement over and upon a parcel of land now or formerly conveyed to 568 Route 303 LLC as recorded in Instrument No. 2010-00041093 of Rockland county records and being more particularly described as follows:

Commencing at an Iron Pin found on the westerly right-of-way of N.Y. Route 303; Thence S 23°30'00" W, a distance of 312.00 feet to the Point of Beginning; Thence S 23°30'00" W, a distance of 13.00 feet; Thence S 17°47'22" W, a distance of 8.59 feet; Thence, along the arc of a curve to the left, said curve having an arc length of 78.52 feet, a radius of 140.00 feet, a delta angle of 32°08'11" and a chord bearing N 61°18'22" W, a chord distance of 77.50 feet; Thence N 77°22'28" W, a distance of 115.47 feet; Thence S 23°13'47" W, a distance of 53.40 feet; Thence N 66°46'13" W, a distance of 92.00 feet; Thence N 23°13'47" E, a distance of 20.00 feet; Thence S 66°46'13" E, a distance of 72.00 feet; Thence N 23°13'47" E, a distance of 50.00 feet; Thence S 77°22'28" E, a distance of 132.07 feet; Thence, along the arc of a curve to the right, said curve having an arc length of 81.13 feet, a radius of 160.00 feet, a delta angle of 29°03'07" and a chord bearing S 62°50'54" E, a chord distance of 80.26 feet to the Point of Beginning and containing 0.155 acres (6,740 square feet) of land, more or less.

FOR COUNTY USE ONLY

INSTRUCTIONS(RP-5217-PDF-INS): www.ops.state.ny.us

C1. SWIS Code 392489

C2. Date Deed Recorded 12/4/2014 /
 Month Day Year

C3. Book 2014 C4. Page 32551

New York State Department of
Taxation and Finance

Office of Real Property Tax Services

RP-5217-PDF

Real Property Transfer Report (8/10)



PROPERTY INFORMATION

1. Property Location 568 Route 303
 *STREET NUMBER *STREET NAME
 Orangetown
 *CITY OR TOWN VILLAGE
 K & P Paving, Corp.
 * LAST NAME/COMPANY FIRST NAME
 LAST NAME/COMPANY FIRST NAME
 Indicate where future Tax Bills are to be sent
 if other than buyer address(at bottom of form) LAST NAME/COMPANY FIRST NAME

4. Indicate the number of Assessment Roll parcels transferred on the deed 1 # of Parcels OR Part of a Parcel
 (Only if Part of a Parcel) Check as they apply:
 4A. Planning Board with Subdivision Authority Exists
 4B. Subdivision Approval was Required for Transfer
 4C. Parcel Approved for Subdivision with Map Provided
 5. Deed Property Size X FRONT FEET OR 1.36 *ACRES DEPTH
 568 Route 303 LLC
 *LAST NAME/COMPANY FIRST NAME
 LAST NAME/COMPANY FIRST NAME

*7. Select the description which most accurately describes the use of the property at the time of sale: F. Commercial
 Check the boxes below as they apply:
 8. Ownership Type is Condominium
 9. New Construction on a Vacant Land
 10A. Property Located within an Agricultural District
 10B. Buyer received a disclosure notice indicating that the property is in an Agricultural District

SALE INFORMATION

11. Sale Contract Date 09/22/2014
 * 12. Date of Sale/Transfer 11/21/2014
 *13. Full Sale Price 400,000.00
 (Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

14. Indicate the value of personal property included in the sale 0.00
 Comment(s) on Condition:
ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

*16. Year of Assessment Roll from which information taken(YY) 14 *17. Total Assessed Value 427,800
 *18. Property Class 464 *19. School District Name South Orangetown
 *20. Tax Map Identifier(s)/Roll Identifier(s) (If more than four, attach sheet with additional identifier(s))

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein subject me to the provisions of the penal law relative to the making and filing of false instruments.

SELLER SIGNATURE

Kleever
 SELLER SIGNATURE DATE 11/21/14

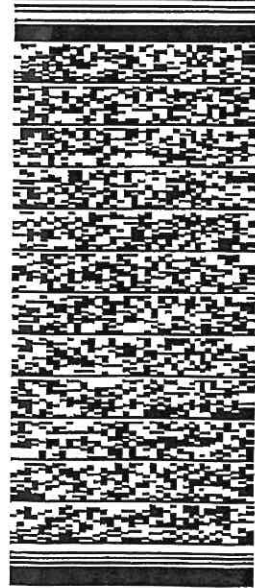
BUYER SIGNATURE

Garbett
 BUYER SIGNATURE DATE 11/21/14

BUYER CONTACT INFORMATION

(Enter information for the buyer. Note: If buyer is LLC, society, association, corporation, joint stock company, estate or entity that is not an individual agent or fiduciary, then a name and contact information of an individual/responsible party who can answer questions regarding the transfer must be entered. Type or print clearly.)

Yadaicela Kleever
 *LAST NAME FIRST NAME
 (845) 290-2492
 *AREA CODE *TELEPHONE NUMBER (Ex: 9589898)
 568 Route 303
 *STREET NUMBER *STREET NAME
 Blauevelt NY 10913
 *CITY OR TOWN *STATE *ZIP CODE
BUYER'S ATTORNEY
 Yvonne Garbett
 LAST NAME FIRST NAME
 (845) 290-2492
 *AREA CODE *TELEPHONE NUMBER (Ex: 9589898)



Paul Piperato, County Clerk
1 South Main St., Ste. 100
New City, NY 10956
(845) 638-5070

Rockland County Clerk Recording Cover Sheet

Received From :
KEVIN POMALLEY PC
155 WASHINGTON ST
TAPPAN, NY 10983

Return To :
KEVIN POMALLEY PC
155 WASHINGTON ST
TAPPAN, NY 10983

Method Returned : ERECORDING

First GRANTOR

RAMSAY, KEVIN J

First GRANTEE

RAMSAY REALTY CORP

Index Type : Land Records

Instr Number : 2017-00002140

Book : Page :

Type of Instrument : Deed

Type of Transaction : Deed Other

Recording Fee: \$321.00

Recording Pages : 6

The Property affected by this instrument is situated in Orangetown, in the County of Rockland, New York

Real Estate Transfer Tax

RETT # :	3312
Deed Amount :	\$0.00
RETT Amount :	\$0.00

State of New York
County of Rockland

I hereby certify that the within and foregoing was recorded in the Clerk's office for Rockland County, New York

On (Recorded Date) : 01/20/2017
At (Recorded Time) : 4:04:00 PM

Total Fees : \$321.00



Paul Piperato

Paul Piperato, County Clerk

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT-THIS INSTRUMENT SHOULD BE USES BY LAWYERS ONLY

THIS INDENTURE, made as of the 18th day of January, 2017

BETWEEN

KEVIN J. RAMSAY, with offices at 572 Route 303, Blauvelt, New York 10913,
party of the first part, and

RAMSAY REALTY CORP., a New York Corporation having an address at 572 Route 303, Blauvelt,
New York, 10913

party of the second part,

WITNESSETH, that the party of the first part, in consideration of
TEN & 00/100-----dollars

paid by the party of the second part, does hereby grant and release unto the party of the second part,
the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected,
situate, lying and being in the Town of Orangetown, County of Rockland, and the State of New York,
more particularly described as follows:

SEE SCHEDULE "A" ATTACHED HERETO AND MADE PART HEREOF

SUBJECT to covenants, restrictions and easements of record.

SUBJECT to state of facts an accurate survey or personal inspection may disclose.

BEING AND INTENDED to be the same premises conveyed to the party of the first part by deed
dated June 6th 1997 and recorded in the Rockland County Clerk's Office on June 16th 1997 under
instrument #1997-22535.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets
and roads abutting the above-described premises to the center lines thereof; **TOGETHER** with the
appurtenances and all the estate and rights of the party of the first part in and to said
premises; **TO HAVE AND TO HOLD** the premises herein granted unto the party of the second
part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered
anything whereby the said premises have been encumbered in any way whatever, except as
aforesaid.

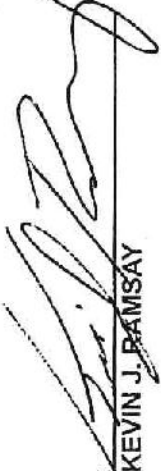
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the
party of the first part will receive the consideration for this conveyance and will hold the right to
receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the
improvement and will apply the same first to the payment of the cost of the improvement before
using any part of the total of the same for any other purpose. The word "party" shall be construed as
if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Alina M. Petrus

By:



KEVIN J. RAMSAY

SCHEDULE A
Description

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Orangetown, County of Rockland and State of New York, being more particularly bounded and described as follows:

BEGINNING at a point on the westerly side of New York State Highway Route 303, said point being distant 836.32 feet southerly from the southerly side of Erie Street;

running thence southerly along the westerly side of Route 303, South 23° 30' West, 150.00 feet to a point;

thence turning and running North 66° 30' West, 300.00 feet to the easterly side of Railroad Avenue;

thence turning and running northerly along the easterly side of Railroad Avenue, North 23° 30' East, 150.00 feet to a point;

thence turning and running South 66° 30' East, 300.00 feet to the point and place of **BEGINNING**.

TO BE USED ONLY WHEN THE ACKNOWLEDGEMENT IS MADE IN NEW YORK STATE

State of New York, County of Rockland ss:

State of New York, County of Rockland ss:

On the 10th day of **January** in the year **2017** before me, the undersigned, a notary public in and for the State of New York personally appeared **KEVIN J. RAMSAY**, 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 instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

On the ___ day of ___ in the year **20__** before me, the undersigned, a notary public in and for the State of New York, 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 and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)

(signature and office of individual taking acknowledgment)

KEVIN P. O'MALLEY
Notary Public, State of New York
Reg. No. 62014363037
Qualified in Rockland County

My Commission Expires Feb. 30, 2018

TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE OUTSIDE NEW YORK STATE

STATE OF _____, COUNTY OF _____ ss:

On the ___ day of _____ in the year, 2013, before me, the undersigned, personally appeared personally known to me to 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 and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and _____ that such individual made such appearance before the undersigned in the _____ in _____

(insert the City or other political subdivision) and insert the State or Country or other place the acknowledgment was taken)

(signature and office of individual taking acknowledgment)

**BARGAIN AND SALE DEED
WITH COVENANT AGAINST
GRANTOR'S ACTS**

DISTRICT

SECTION

BLOCK

LOTS

RAMSAY REALTY CORP.

KEVIN J. RAMSAY
to

70.14

4

17

COUNTY OR TOWN

ROCKLAND/ORANGETOWN

STREET ADDRESS

572 Route 303
Blauvelt, NY 10913

RETURN BY MAIL TO:

Kevin P. O'Malley, Esq.
P.O. Box 7
Tappan, NY 10983

FOR COUNTY USE ONLY

C1. SWIS Code

392489

C2. Date Deed Recorded

1/20/2017

C3. Book

2017

C4. Page

2140

INSTRUCTIONS(RP-5217-PDF-INS): www.orps.state.ny.us



New York State Department of Taxation and Finance
Office of Real Property Tax Services
RP- 5217-PDF
Real Property Transfer Report (8/10)

PROPERTY INFORMATION

1. Property Location
572 ROUTE 303
STREET NUMBER *STREET NAME
BLAUVELT

2. Buyer Name
RAMSAY REALTY CORP.
CITY OR TOWN VILLAGE 10913
*ZIP CODE
*LAST NAME/COMPANY FIRST NAME

3. Tax Billing Address
Indicate where future Tax Bills are to be sent if other than buyer address(at bottom of form)
RAMSAY REALTY CORP.
LAST NAME/COMPANY FIRST NAME
572 ROUTE 303 BLAUVELT NY 10913
STREET NUMBER AND NAME CITY OR TOWN STATE ZIP CODE

4. Indicate the number of Assessment Roll parcels transferred on the deed 1 # of Parcels OR Part of a Parcel
5. Deed Property Size *FRONT FEET X *DEPTH OR 0.00 *ACRES
4A. Planning Board with Subdivision Authority Enacts
4B. Subdivision Approval was Required for Transfer
4C. Parcel Approved for Subdivision with Map Provided

6. Seller Name
RAMSAY KEVIN
*LAST NAME/COMPANY FIRST NAME

7. Select the description which most accurately describes the use of the property at the time of sale:
F. Commercial
8. Ownership Type is Condominium
9. New Construction on a Vacant Land
10A. Property Located within an Agricultural District
10B. Buyer received a disclosure notice indicating that the property is in an Agricultural District

SALE INFORMATION

11. Sale Contract Date 01/18/2017
*12. Date of Sale/Transfer 01/18/2017
*13. Full Sale Price 0.00
(Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.
14. Indicate the value of personal property included in the sale 0.00

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

16. Year of Assessment Roll from which information taken(YT) 16 *17. Total Assessed Value 282,300
*18. Property Class 482 *19. School District Name South Orangetown
*20. Tax Map Identifier(s)/Roll Identifier(s) (if more than four, attach sheet with additional identifier(s))

CERTIFICATION

I Certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein subject me to the provisions of the penal law relative to the making and filing of false instruments.

SELLER SIGNATURE

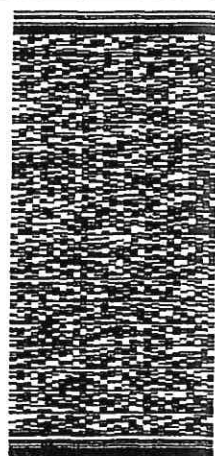
[Signature]
DATE 1/18/2017

BUYER CONTACT INFORMATION

(Enter information for the buyer. Note: If buyer is LLC, entity, association, corporation, joint stock company, estate or trust, then the name and address of the individual responsible for the making and filing of this instrument must be entered. Type or print clearly.)

BUYER SIGNATURE
[Signature]
DATE 1/18/2017

Ramsay Kevin
*LAST NAME FIRST NAME
*AREA CODE *TELEPHONE NUMBER (Eg. 909999)
572 Route 303
*STREET NUMBER *STREET NAME
BLAUVELT NY 10913
*CITY OR TOWN *STATE *ZIP CODE
BUYER'S ATTORNEY
C'Malley Kevin P.
*LAST NAME FIRST NAME
(845) 359-0777
*AREA CODE *TELEPHONE NUMBER (Eg. 8000000)



85-44-12306

This Indenture, made the 22nd day of March nineteen hundred and eighty five
Between

RICHARD J. LANHAM, residing at 2322 South Merrimont Drive, Troy, Ohio

party of the first part, and

F. JOSEPH AMENSCHIK and JUDITH M. MENSCHIK, husband and wife, residing at
44 South Mary Street, Tappan, N.Y. 10983

party of the second part,

Witnesseth, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Hamlet of Blauvelt, Town of ~~Orangeburg~~ Orangeburg, County of Rockland, State of New York more particularly bounded and described on Schedule "A" annexed hereto and made a part hereof.

BEING and intended to be the same premises conveyed to the seller by deed dated October 16, 1980 and recorded in the Rockland County Clerk's Office in Liber 1050 of deeds at page 289.

Together with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises; To Have And To Hold the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.
And the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.
And the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.
The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.
In Witness Whereof, the party of the first part has duly executed this deed the day and year first above written.

[Signature]
RICHARD J. LANHAM

State of Ohio)
County of Miami) ss:
On the 22nd of March, 1985 before
me personally came Richard J.
Lanham, known to me to be the
individual described in and who
executed the foregoing instrument.

State of Ohio
County of Miami
Notary Public
James A. Byrd
My Commission Expires May 14, 1989

James A. Byrd-Notary Public

BOOK 0090 PAGE 1560

SCHEDULE A (Description)

that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, being and being in the Hamlet of Blauvelt, Town of ~~Orange~~ ~~town~~, County of Rockland and State of New York, bounded and described as follows:

BEGINNING at an iron pin in the westerly line of New York State Highway Route 303 and the northeasterly corner of lands now or formerly of Ira J. Altchek and David Nadler;

Running thence along the northerly line of said lands, North 66° 30' West 300.00 feet to an iron pin in the easterly line of Railroad Avenue;

Running thence along the easterly side of Railroad Avenue, North 23° 30' East 150.00 feet to an iron pin in the centerline of former Cedar Street and lands now or formerly of George Entwistle;

Thence along said last mentioned lands, South 66° 30' East 300.00 feet to an iron pin in the westerly line of New York State Highway Route 303;

Thence along the westerly line of New York State Highway Route 303; South 23° 30' West 150.00 feet to the point or place of BEGINNING.

OHIO
STATE OF NEW YORK, COUNTY OF

ss:
On the 19 day of March, 1985, before me personally came Richard J. Lanham

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

Notary Public

STATE OF NEW YORK, COUNTY OF

ss:
On the 19 day of March, 1985, before me personally came Richard J. Lanham, who, being by me duly sworn, did depose and say that he resides at No. _____

at _____

that he is the _____, the corporation described in and which executed the foregoing 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 name thereto by like order.

Bargain and Sale Deed
With Covenant Against Grantor's Acts

Title No. 85 44 12306

Lanham

TO

Menschik

Standard Form of New York
Board of Title Underwriters
Distributed by
LSLIFE TITLE INSURANCE
Company of New York

4517

72002L

STATE OF NEW YORK, COUNTY OF

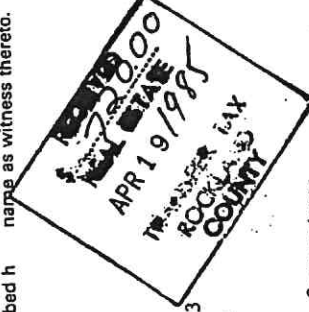
ss:
On the 19 day of _____, 1985, before me personally came _____

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

STATE OF NEW YORK, COUNTY OF

ss:
On the 19 day of _____, 1985, before me personally came _____, 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 resides at No. _____; that he knows to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

4517



SECTION 93
BLOCK 859
LOT 8
TOWN ORANGETOWN
COUNTY ROCKLAND

U.S. LIFE

Recorded at Request of
LSLIFE TITLE INSURANCE
Company of New York
RETURN BY MAIL TO

Charles Tregidgo, Esq.
20 Mercer Street
Hackensack, New Jersey 07601
Zip No. _____

I HEREBY CERTIFY THAT THE WITHIN AND FOREGOING WAS RECORDED IN THE CLERK'S OFFICE FOR ROCKLAND CO., N.Y.

APR 19 1985 2:42 P.M.
IN L.S.F.'S 90 PAGE 1560 OF _____
LAND RECORDS.

Joseph R. Howard
Rockland County Clerk

RECORDING OFFICE

BOOK 0090 PAGE 1562

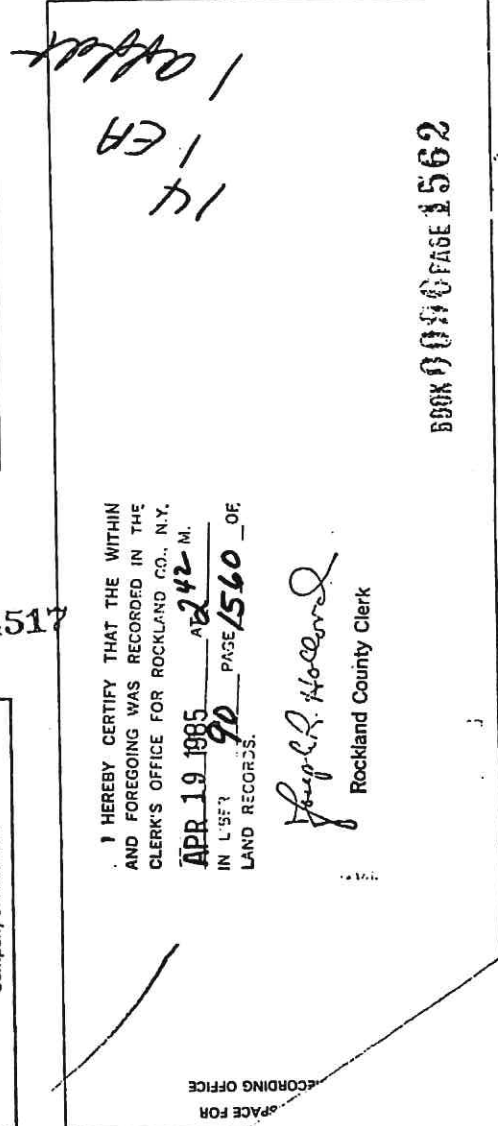
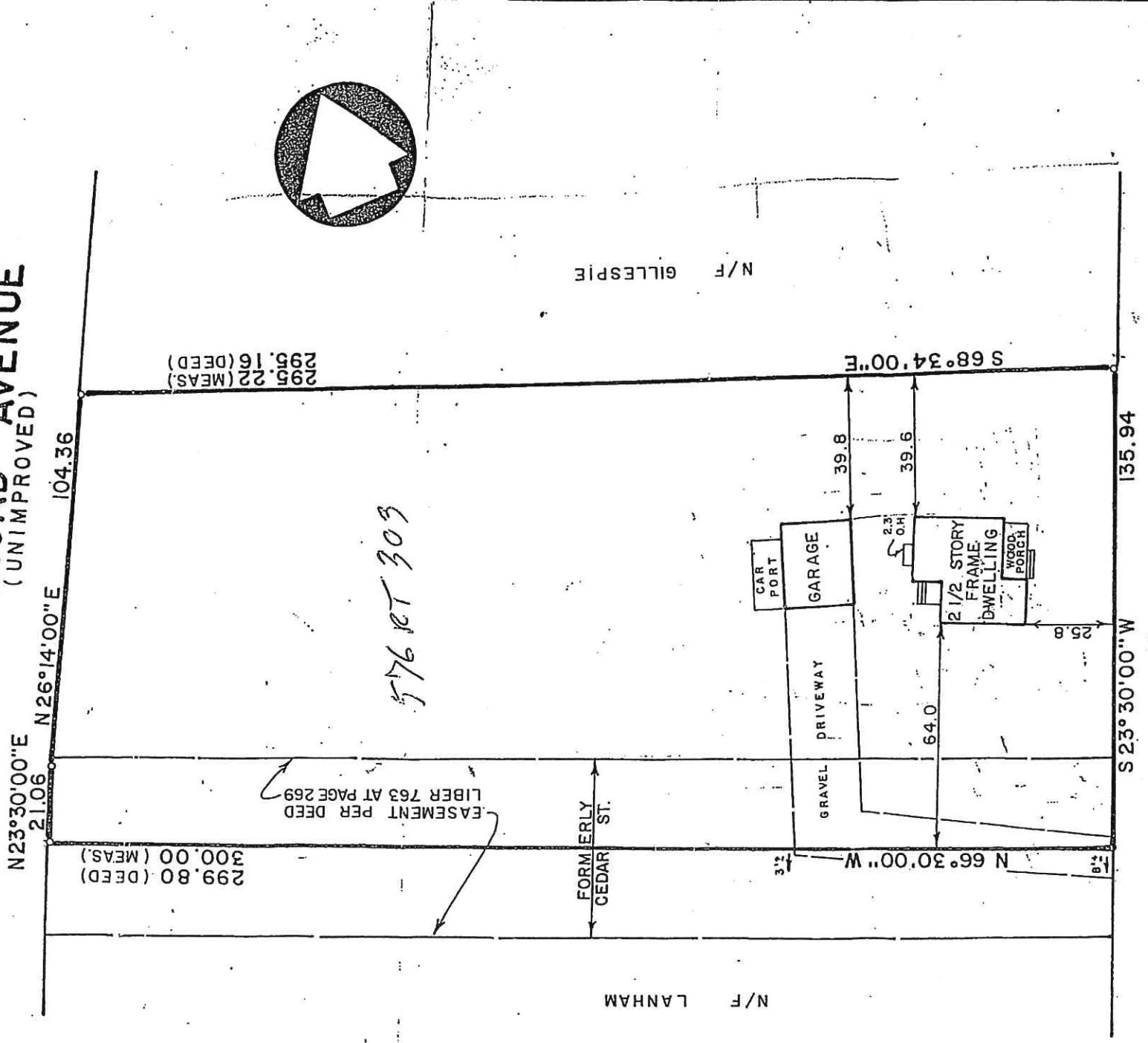


Exhibit B

UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209, SUB-DIVISION 2, OF THE NEW YORK STATE EDUCATION LAW. GUARANTEES OR CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.

BEING LOTS 9, 10, 11, 12, 24, 25, 26, 27, PART OF LOTS 14 & 15 AND THE NORTHERLY HALF OF CEDAR STREET SITUATED BETWEEN OVERLOOK AVENUE (ROUTE 303) AND RAILROAD AVENUE AS SHOWN ON A MAP ENTITLED "MAP OF PROPERTY OF DR. F.H. FLAGG" FILED IN THE ROCKLAND COUNTY CLERK'S OFFICE ON JUNE 7, 1910, IN BOOK 30 AT PAGE 334, AS MAP NUMBER 366.

RAILROAD AVENUE (UNIMPROVED)



ROUTE 303 (FORMERLY OVERLOOK AVE.)

NOTE: ENTIRE PREMISES SNOW COVERED 2/8/85. ALL VISIBLE FEATURES ARE SHOWN.

COPIES OF THIS SURVEY MAP NOT HAVING THE EMBOSSED SEAL OF THE LAND SURVEYOR SHALL NOT BE VALID.

CERTIFIED TO BE CORRECT AND ACCURATE ONLY TO:
 GERALD BIEBER
 TICOR TITLE GUARANTEE COMPANY

AREA = 38,901 S.F. OR 0.893 ACRES
 TAX LOT NO.: 93-859-6
 FEB. 22, 1985 REVISIONS:

SURVEY OF PROPERTY PREPARED FOR

GERALD BIEBER
 TOWN OF ORANGETOWN
 ROCKLAND COUNTY - NEW YORK
 FEBRUARY 11, 1985 SCALE: 1"=40'

CARUSO & HALLER, P.C.
 ENGINEERS, SURVEYORS & PLANNERS
 421 EAST RT. 59. NANUFT NY 10964

[Signature]

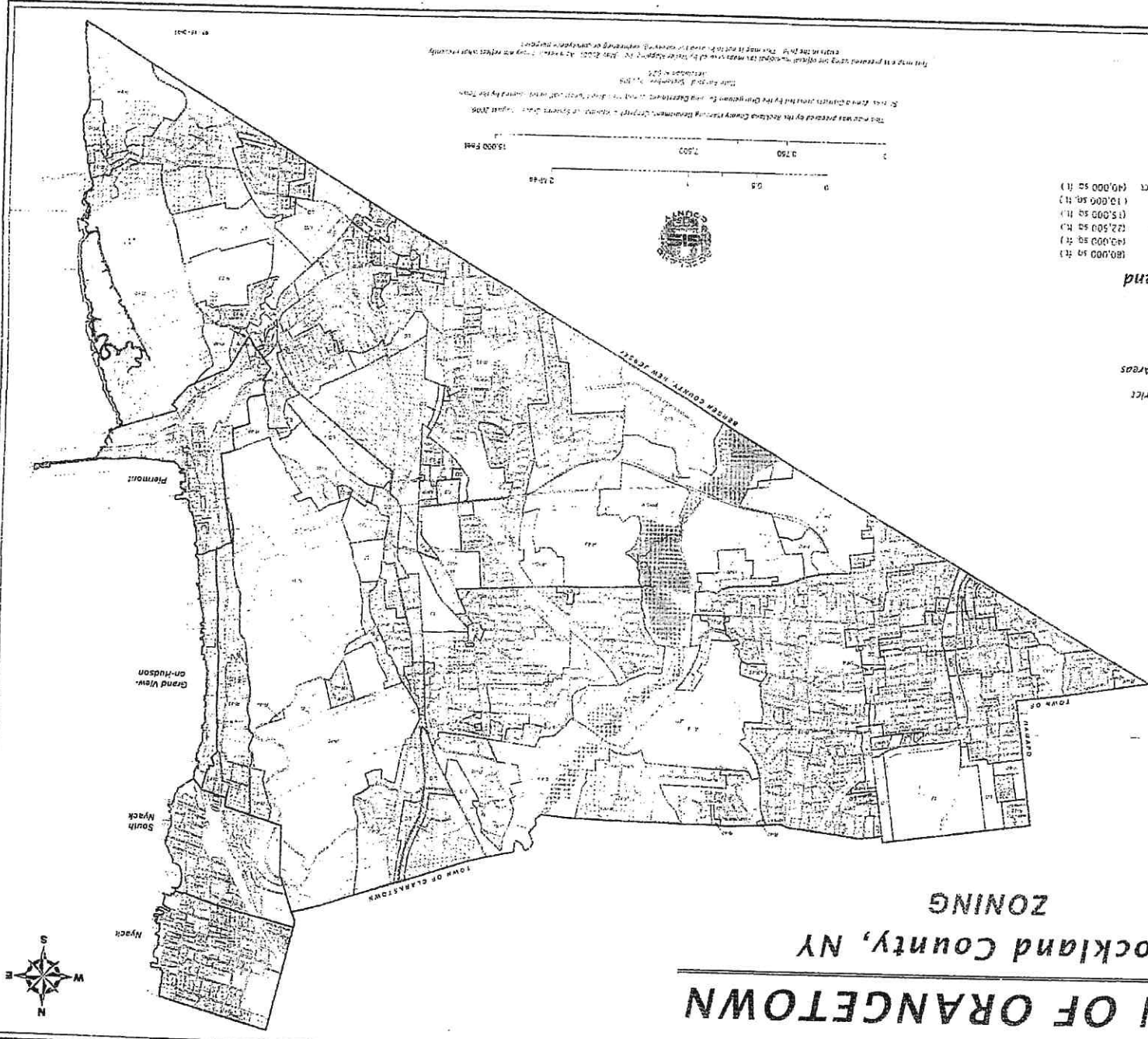
SURVEY



TOWN OF ORANGETOWN

Rockland County, NY

ZONING



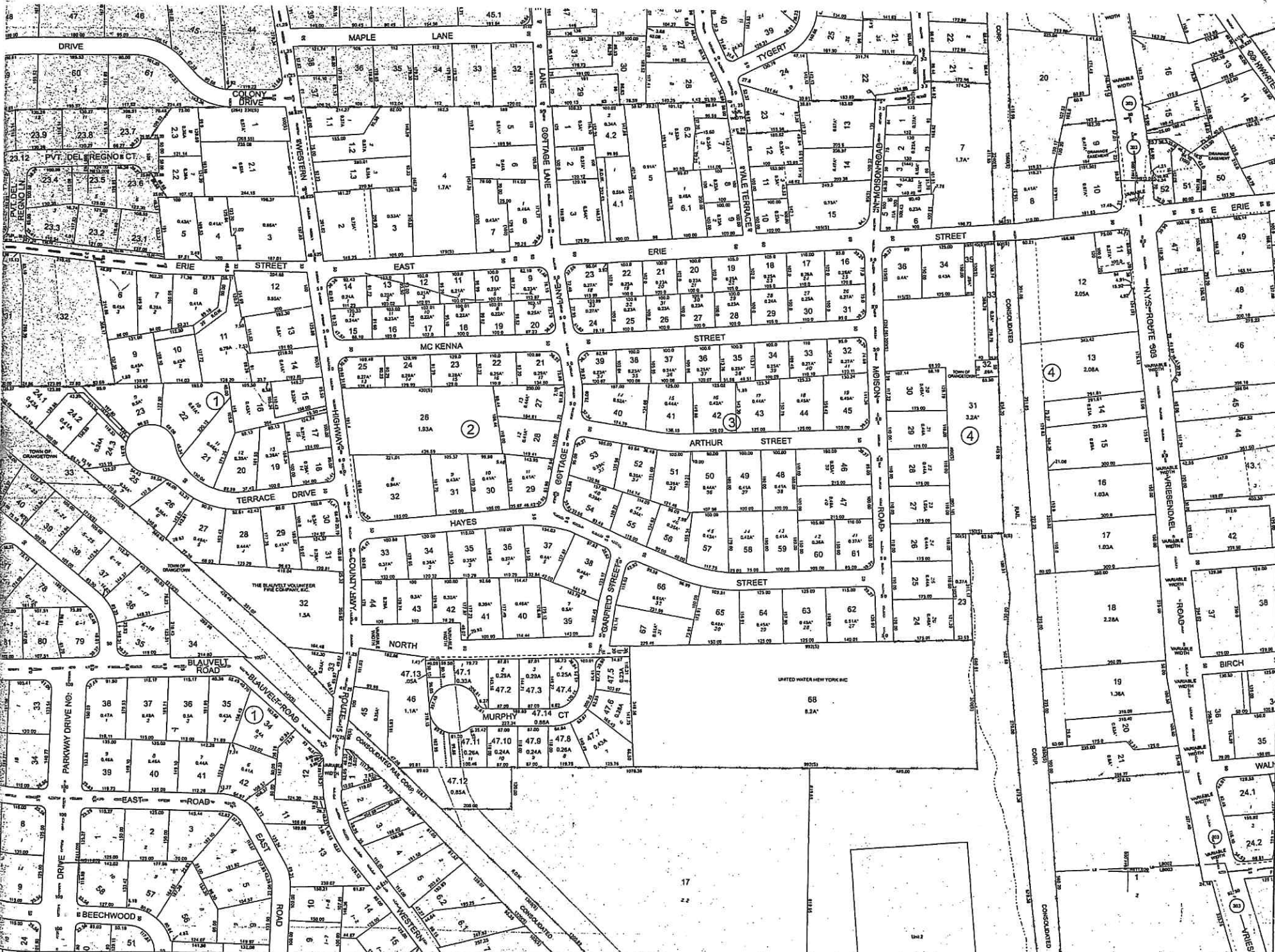
- Zoning Legend**
- R-80 - Rural Residence (80,000 sq. ft.)
 - R-40 - Low Density Residence (40,000 sq. ft.)
 - R-42 - Medium Density Residence (22,500 sq. ft.)
 - R-44 - Medium Density Residence (15,000 sq. ft.)
 - R-46 - General Residence (10,000 sq. ft.)
 - R-48 - Multifamily Residence District (40,000 sq. ft.)
 - PAC - Planned Adult Community
 - LO - Laboratory Office District
 - LI - Light Industrial Office
 - OP - Office Park
 - CS - Community Shopping
 - CO - Commercial - Office
 - CH - Highway - Commerce
 - LI - Light Industrial
 - RFC-R - Recreation Zoning District

- LEGEND**
- Town Boundary
 - Village Boundary
 - Parcel Boundaries
 - Road Right-of-Way
 - Historic District
 - Route 303 Overlay District
 - Critical Environmental Areas
 - Zoning Districts
 - R-40 Zoning District Labels

This map was prepared by the Rockland County Planning Department, Orangeburg, New York, in accordance with the provisions of the Zoning Law of the State of New York, Chapter 248, Section 248-1, and the Zoning Code of the Town of Orangetown, New York, Chapter 248, Section 248-1. It is intended to show the zoning districts and the boundaries thereof. It is not intended to show the location of any buildings or other structures. It is not intended to show the location of any utility lines or other underground facilities. It is not intended to show the location of any easements or other rights in land. It is not intended to show the location of any other interests in land. It is not intended to show the location of any other matters which may affect the zoning of any property.







MAP REVISIONS

DATE	MADE BY	REVISIONS
1991
1992
1993
1994

SCHOOL AND SPECIAL DISTRICTS

SCHOOL DISTRICT	SPECIAL DISTRICT
...	...
...	...

COUNTY OF ROCKLAND

PROPERTY LINE	UNIMPROVED BUREN LINE
...	...
...	...

LEGEND

PROPERTY LINE	UNIMPROVED BUREN LINE	THIS MAP IS ONLY A GUIDE
...
...

TAX MAP

70.09	70.10	70.11
70.13	70.15	70.17
70.18	70.19	

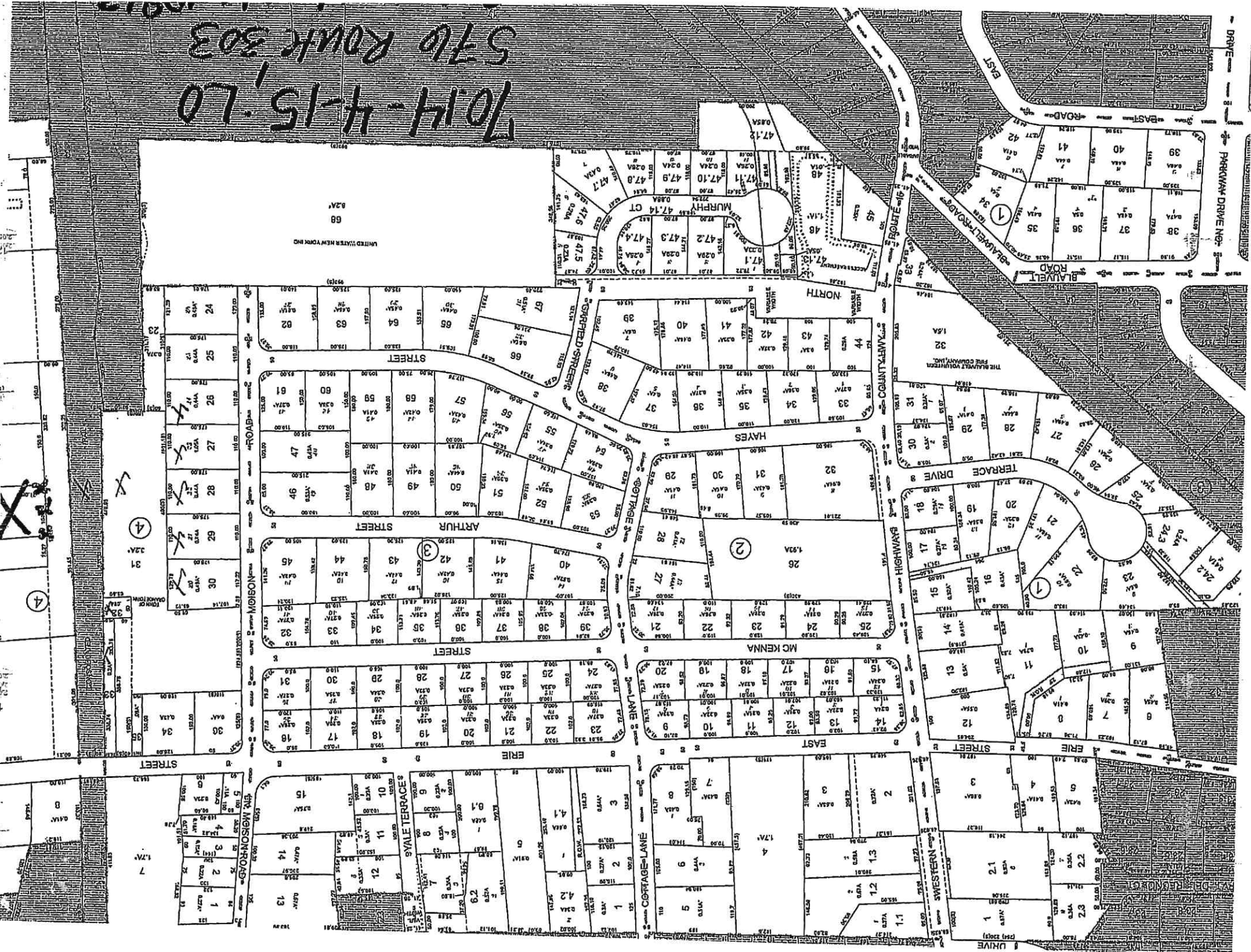
REVISED THROUGH
FEBRUARY 28, 2014

This map was prepared for TAX PURPOSES only and is not to be reproduced or used for purposes of conveyancing.



TAX MAP
TOWN OF ORANGETOWN
 ROCKLAND COUNTY, NEW YORK

7014-4-15-LO
576 RANK 303



UNITED WATER NEW YORK INC

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100% Recycled 30% PCW



~~392489~~ 70.14-4-11
Jirko Inc
P.O. Box 945
Nyack, NY 10960

392489 70.14-4-14
Paul W Valentine
20 Buttonwood Pl
Blauvelt, NY 10913

~~392489~~ 70.14-4-17
Kevin J Ramsay
572 Rte 303
Blauvelt, NY 10913

392489 70.14-4-26
Gary T Haley
74 S Moison Rd
Blauvelt, NY 10913

392489 70.14-4-29
John T Genovese
44 S Moison Rd
Blauvelt, NY 10913

392489 70.14-4-32
Town Of Orangetown
26 Orangeburg Rd
Orangeburg, NY 10962

~~392489~~ 70.14-4-35
Blauvelt Mini Mall Inc
4 Revere Ct
Old Tappan, NJ 07675

392489 70.15-1-42
Daniel Santos
567 Rte 303
Blauvelt, NY 10913

392489 70.15-1-45
Antonio Cuomo
575 Rte 303
Blauvelt, NY 10913

~~392489~~ 70.15-1-48
ITS Properties LLC
51 E Rte St
Blauvelt, NY 10913

392489 70.14-4-12
Kirehner Family Enterprises LP
P.O. Box 945
Nyack, NY 10960

~~392489~~ 70.14-4-15
Gerald Bieber
27 Snowdrop Dr
New City, NY 10956

~~392489~~ 70.14-4-18
Woon Gwang Church
570 Rte 303
Blauvelt, NY 10913

~~392489~~ 70.14-4-27
John Koch
64 Moison Rd S
Blauvelt, NY 10913

~~392489~~ 70.14-4-30
Silvia Cirstea
26 S Moison Rd
Blauvelt, NY 10913

~~392489~~ 70.14-4-33
Blauvelt Realty Partners Inc
4 Revere Ct
Old Tappan, NJ 07675

~~392489~~ 70.15-1-37
Federal National Mortgage
45 Hickory St
Blauvelt, NY 10913

~~70.15-1-48.1.~~
Jamal Kibria
4 Finneggan Ln.
Monticello, NY 10901

~~392489~~ 70.15-1-46
Toscany Inc
577 Rte 303
Blauvelt, NY 10913

CSX Railroad
500 Water Street
Jacksonville, FL 32202

392489 70.14-4-13
Westshore Plaza LLC
P.O. Box 670445
Flushing, NY 11367

392489 70.14-4-16
Joseph F Menschik
209 Wanamaker Ln
Nyack, NY 10960-1427

~~392489~~ 70.14-4-23
Blauvelt Mini Mall Inc
4 Revere Ct
Old Tappan, NJ 07675

392489 70.14-4-28
Patrick J Higgins
54 S Moison Rd
Blauvelt, NY 10913

392489 70.14-4-31
Blauvelt Mini Mall Inc
4 Revere Ct
Old Tappan, NJ 07675

392489 70.14-4-34
Blauvelt Mini Mall Inc
4 Revere Ct
Old Tappan, NJ 07675

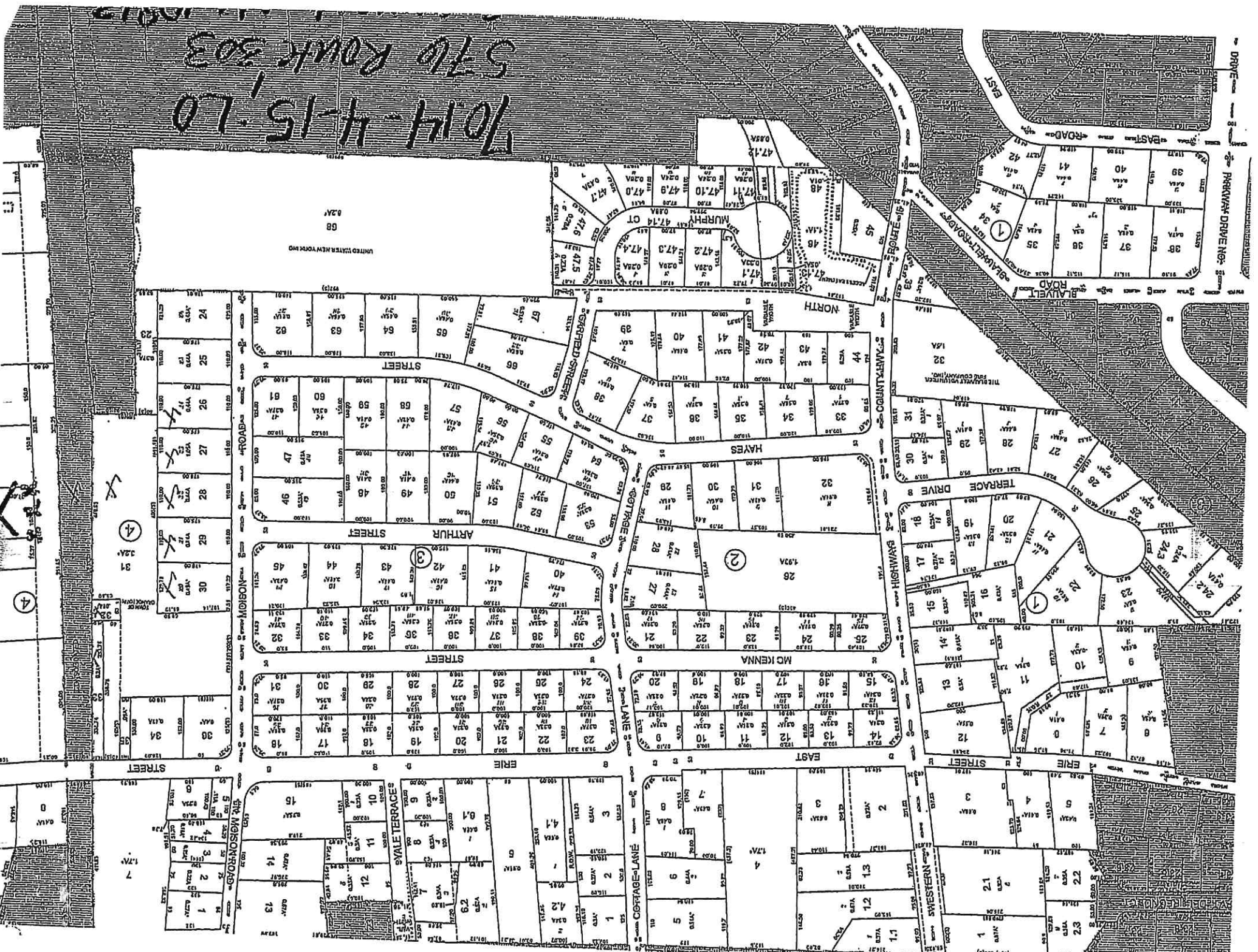
392489 70.15-1-41
John A Mac Kenzie
68 Hickory St
Blauvelt, NY 10913

392489 70.15-1-44
Seventh Day Adventist of NY
P.O. Box 5029
Manhasset, NY 11030

~~392489~~ 70.15-1-47
George Boghos
579 N Route 303
Blauvelt, NY 10913

(19)
60 posters
*GARY-RENEW

1014-4-15-10
576 ROUTE 303



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Granicus Pilot Proposal for Orangetown NY

The subscription start date will begin on the date of the first Kickoff call and will continue for 36 months. During the pilot period Orangetown NY will have the opportunity to evaluate the included Granicus Solutions (Solutions) and professional staff. After 60 days of experiencing the Solutions, an invoice will be processed for Orangetown NY.

If Orangetown NY chooses not to proceed with the Solutions, Orangetown NY must notify Granicus in writing of its intention not to proceed before the expiration of the 60-day pilot period.

Solutions may not be fully deployed within 60 days, but once the Kickoff call is complete, Granicus will move quickly to get tasks done, to allow Orangetown NY sufficient time for evaluation of the Solutions. It is vital that Orangetown NY respond quickly to requests for information, so Granicus can keep the project on time. The pilot does not allow for extensions or delays imposed by the Orangetown NY team.

Granicus Contact

Name: Terrence Jackson

Phone: +1 2402477009

Email: terrence.jackson@granicus.com

Proposal Details

Quote Number: Q-58246

Prepared On: 3/26/2019

Valid Through: 4/29/2019

Pricing

Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

Currency: USD

One-Time Fees

Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Open Platform - Setup and Configuration	Upon Delivery	1 Hours	\$0.00
Peak Agenda Management Standard Agenda Report	Upon Delivery	1 Each	\$0.00
Peak Agenda Management Standard Minutes Report	Up Front	1 Each	\$0.00
Peak Agenda Management Standard Cover Page Report	Upon Delivery	1 Each	\$0.00
SUBTOTAL:			\$0.00

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Peak - Online Training	Upon Delivery	8 Hours	\$0.00
Peak - Setup and Configuration	Upon Delivery	1 Hours	\$0.00
SUBTOTAL:			\$0.00

Annual Fees for New Subscriptions			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Peak Agenda Management	Annual	1 Each	\$7,920.00
Open Platform Suite	Annual	1 Each	\$0.00
SUBTOTAL:			\$7,920.00

Remaining Period(s)		
Solution(s)	Year 2	Year 3
Peak Agenda Management	\$8,474.40	\$9,067.61
Open Platform Suite	\$0.00	\$0.00
SUBTOTAL:	\$8,474.40	\$9,067.61

Product Descriptions	
Name	Description
Peak Agenda Management	<p>Peak Agenda Management is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the agenda management and minutes recording process of the clerk's office. Peak Agenda Management allows clerks to streamline the way they compile and produce agendas and record minutes for public meetings and includes</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies and meeting types • Access to one Granicus platform site • Access to one Peak Agenda Management site • Design services for one public view page portal • Design services for one Agenda report template • Design services for one Cover Page report template
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/ documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Open Platform - Setup and Configuration	Setup and configuration for Open Platform
Peak Agenda Management Standard Agenda Report	Professional service for designing an additional Peak agenda report.
Peak Agenda Management Standard Minutes Report	Professional service for designing an additional Peak minutes report.
Peak Agenda Management Standard Cover Page Report	Professional service for designing an additional Peak cover page report.
Peak - Online Training	Peak Agenda Management - Online Training is for online training for Peak Agenda Management, which allows clients to have online sessions with a Granicus trainer to learn how to use the system.
Peak - Setup and Configuration	Setup and configuration of Peak Agenda

Terms and Conditions

- Link to Terms: https://granicus.com/pdfs/Master_Subscription_Agreement.pdf
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Orangetown NY to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- If submitting a Purchase Order, please include the following language: All pricing, terms and conditions of quote Q-58246 dated 3/26/2019 are incorporated into this Purchase Order by reference.
- Orangetown NY is eligible to receive up to five (5) two-day passes to the 2019 Granicus National Summit, valued at \$299.00 each. The Granicus National Summit is the premiere user conference for public sector professionals across federal, state, and local government. Attendees will be provided with hands-on training led by Granicus subject matter experts, as well as opportunities to learn and network with peers and leaders in government.
Granicus National Summit Dates: May 14-15, 2019

Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Billing Information

Name:

Phone:

Email:

Address:

Orangetown NY

Signature:

Name:

Title:

Date:



Peak Agenda Management

Streamlined, paperless agenda creation, approval and publishing

Peak Agenda Management allows staff to easily manage the agenda creation process from start to finish without the paper shuffling. Draft meeting agendas within configurable templates and submit through customized workflows to the correct departments, meeting bodies, and users. Peak's paperless integration prevents multiple versions of agendas getting shuffled around between different members - which often ends with inefficient use of meeting time spent catching up on the right documents.

Automated emails alert users that new items are up for review, and the intuitive calendar view makes it easy to manage one-time and recurring meetings. Electronically review, add and collaborate on agenda items, including attaching supporting documents and materials as needed. Once approved, agenda packets are generated into a single PDF for efficient online publishing or integration with Granicus' in-meeting and post-meeting legislative tools.



Paperless agenda review and collaboration



Access via web browser



Configurable agenda templates



Customizable approval workflows



Track agenda progress on dashboard and calendar



Publish to PDF

THIRD PARTY CUSTODIAN AGREEMENT
(Collateralized Municipal Deposits)

THIS AGREEMENT, made and executed as of _____ between Town of Orangetown ("Local Government"), Sterling National Bank ("Bank") and The Bank of New York Mellon ("Custodian").

W I T N E S S E T H

WHEREAS, Local Government desires to maintain or continue to maintain public deposits with the Bank;

WHEREAS, the Bank desires to obtain such deposits and to provide security therefor as required by the General Municipal Law, Banking Law and other applicable statutes;

WHEREAS, the Custodian agrees to provide safekeeping services and to hold any securities pledged by the Bank in a custodial account established for the benefit of the Local Government as secured party pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth hereafter, the parties hereto agree as follows:

1. Security Requirements.

(a) The Bank, to secure the timely payment of Uninsured Deposits heretofore or hereafter made by the Local Government, including any interest due thereon and any costs or expenses incurred by Local Government and arising out of the collection of any deposits made with the Bank, shall provide the Local Government with Eligible Collateral having an Adjusted Market Value equal to the Collateral Requirement. Whenever Eligible Collateral is provided pursuant to this paragraph, the Bank hereby grants to the Local Government a pledge and security interest in and to such Eligible Collateral and shall deliver such Eligible Collateral to the Custodian in the manner prescribed in Section 2 of this Agreement. The security interest of the Local Government in Eligible Collateral shall terminate upon the transfer of such Eligible Collateral from the Account. Eligible Letters of Credit and Eligible Surety Bonds provided pursuant to this paragraph shall be subject to the prior approval of the Local Government unless the Local Government has approved in writing the form of an Eligible Letter of Credit or Eligible Surety Bond to be issued by a specific entity or the form of such Eligible Letter of Credit or Eligible Surety Bond is attached hereto as an Exhibit.

(b) The Custodian will daily determine the Adjusted Market Value of the Eligible Collateral provided pursuant to this Agreement (except that the Bank shall provide to the Custodian the Market Value of Eligible Surety Bonds). If the Adjusted Market Value of such Eligible Collateral is less than the Collateral Requirement, the Custodian will so notify the Bank and the Bank shall, upon such notice, be required to provide additional Eligible Collateral having an Adjusted Market Value equal to or greater than such deficiency no later than one Business Day after receipt of such notice. If the Adjusted Market Value of the Eligible Collateral provided pursuant to this Agreement exceeds the Collateral Requirement, the Custodian, at the direction of the Bank, shall transfer securities from the Account, or in the case of other Eligible Collateral, cause or consent to a reduction in the amount thereof, to the extent of such excess.

(c) The Bank may substitute Eligible Collateral ("Substitute Collateral") for any Eligible Collateral previously provided pursuant to this Agreement so long as the Substitute Collateral has an Adjusted Market Value equal to or greater than the Eligible Collateral which it will replace. The Bank shall give Written or Oral Instructions to the Custodian with respect to any proposed substitution. If the Substitute Collateral described in such Written or Oral Instructions consists exclusively of Eligible Collateral having sufficient Adjusted Market Value, the Custodian, at the direction of the Bank, shall transfer the Eligible Collateral out of the Account against delivery to the Account on the same Business Day of the Substitute Collateral. In the event the Substitute Collateral described in such notice consists of an Eligible Letter of Credit or Eligible Surety Bond, the prior consent of the Local Government shall be required before the Bank or Custodian may complete the substitution described in such notice unless the Local Government has, in writing, previously approved and consented to the form and issuer of the Eligible Letter of Credit and/or Eligible Surety Bond to be provided as Substitute Collateral.

2. Custody of Eligible Collateral

(a) The Bank and Local Government hereby appoint the Custodian as custodian of all Eligible Collateral at any time delivered to the Custodian pursuant to this Agreement. The Custodian hereby accepts appointment as such Custodian and agrees to establish and maintain the Account and appropriate records identifying the Eligible Collateral as pledged by the Bank to the Local Government. Securities in the Account shall be kept separate and apart from the general assets of the Custodian and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or liability of the Custodian or any other person or entity. The Custodian, in performing its duties and responsibilities pursuant to this Agreement, shall act as custodian for, and agent of, the Local Government.

(b) The Bank and Local Government agree that Eligible Collateral delivered to the Custodian for deposit in the Account may be in the form of credits to the accounts of Custodian at the Book Entry System or a Depository or by delivery to the Custodian of physical certificates in a form suitable for transfer or with an assignment in blank to the Local Government or Custodian. The Bank and Local Government hereby authorize the Custodian on a continuous and ongoing basis to deposit in the Book Entry System and/or the Depositories all Eligible Collateral that may be deposited therein and to utilize the Book Entry System and/or Depositories and the receipt and delivery of physical Securities or any combination thereof in connection with its performance hereunder. Eligible Collateral credited to the Account and deposited in the Book Entry System or Depositories or other financial intermediaries will be represented in accounts of Custodian that include only assets held by Custodian for its customers, and including but not limited to accounts in which Custodian acts in a fiduciary, agency or representative capacity. Eligible Collateral that is not held in the Book Entry System, Depositories or through another financial intermediary will be held in the Custodian's vault and physically segregated from securities and other non-cash property belonging to the Custodian.

(c) (i) The Custodian shall provide to the Local Government weekly and monthly statements reflecting the activity in the Account. Upon request, the Custodian shall also provide to the Local Government a daily statement on any Business Day on which Eligible Collateral is transferred to or from the Account.

(ii) Local Government agrees that it shall promptly review all statements and shall promptly advise Custodian by Oral or Written Instruction of any error, omission or inaccuracy in such statements. In the event that Custodian receives such a Written or Oral Instruction identifying a specific concern with respect to the Market Value, Adjusted Market Value, or any other matter connected with the Account, Custodian shall undertake to correct any errors, failures or omissions, provided that Custodian determines in its sole discretion that such error, failure or omission actually occurred. Any such corrections shall be reflected on subsequent statements.

(d) The Account shall not be subject to any security interest, lien or any right of set-off by or against the Custodian.

(e) With respect to all Eligible Collateral held in the Account, the Custodian by itself, or through the use of the Book Entry System or the appropriate Depository, shall, unless otherwise instructed to the contrary by the Bank: (i) collect all income and other payments reflecting interest and principal on the Eligible Collateral in the Account and credit such amounts to the account of the Bank; (ii) forward to the Bank copies of all information or documents that it may receive from an issuer of Eligible Collateral which, in the opinion of the Custodian, is intended for the beneficial owner of the Eligible Collateral including, without limitation all proxies and other authorizations properly executed and all proxy statements, notices and reports; (iii) execute, as Custodian, any certificates of ownership, affidavits, declarations or other certificates under any tax laws now or hereafter in effect in connection with the collection of bond and note coupons; (iv) hold directly, or through the Book Entry System or Depository, all rights issued with respect to any Eligible Collateral held by the Custodian hereunder; and (v) upon receipt of Written Instructions from the Bank, the Custodian will exchange Eligible Collateral held hereunder for other securities and/or cash in connection with (a) any conversion privilege, reorganization, recapitalization, redemption in kind, consolidation, tender offer or exchange offer, or (b) any exercise, subscription, purchase or other similar rights.

3. Events of Default

In the event the Bank shall fail to pay the Local Government any amount of the Deposits by the Local Government covered by this Agreement in accordance with the terms of such Deposit, or should the Bank fail or suspend active operations, the Deposits in such Bank shall become due and payable immediately and the Local Government shall have

the right to unilaterally demand delivery of all Eligible Collateral in the Account by notice to the Custodian and to sell such securities at public or private sale. In the event of such sale, the Local Government, after deducting all legal expenses and other costs, including reasonable attorneys fees, from the proceeds of such sale, shall apply the remainder towards any one or more of the liabilities of the Bank to the Local Government and shall return the surplus, if any, to the Bank.

4. Representation and Warranties

(a) Representations of the Bank. The Bank represents and warrants, which representations and warranties shall be deemed to be continuing, that:

- (1) it is the legal and actual owner, free and clear of all liens and claims, of all Eligible Collateral pledged pursuant to this Agreement;
- (2) this Agreement was executed by an officer of the Bank who was authorized by the Bank's board of directors to do so and will at all times be maintained as an official record of the Bank;
- (3) all securities pledged pursuant to this Agreement are Eligible Collateral;
- (4) the Bank is a banking organization located and authorized to do business in the State of New York;
- (5) all acts, conditions and things required to exist, happen or to be performed on its part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed.

(b) Representations of the Local Government. The Local Government hereby represents and warrants, which representations and warranties shall be deemed to be continuing, that:

- (1) this Agreement has been legally and validly entered into, does not and will not violate any statute or regulation applicable to it and is enforceable against the Local Government in accordance with its terms;
- (2) the appointment of the Custodian has been duly authorized and no other action by the Local Government is required and this Agreement was executed by an officer of the Local Government duly authorized to do so;
- (3) it will not transfer or assign its rights or interests in or with respect to any Eligible Collateral pledged pursuant to this Agreement, except as authorized pursuant to Section 3 of the Agreement;
- (4) all acts, conditions and things required to exist, happen or to be performed on its part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed.

5. Concerning the Custodian.

(a) The Custodian shall not be liable for any loss or damage, including counsel fees, resulting from its action or omission to act or otherwise, except for any loss, damage, claim or expense arising out of its own negligence or willful misconduct, and shall have no obligation hereunder for any loss or damage, including counsel fees, which are sustained or incurred by reason of any action or inaction by the Book Entry System or any Depository. The Custodian may, with respect to questions of law, apply for and obtain the advice and opinion of counsel and shall be fully protected with respect to anything done or omitted by it in good faith and conformity with such advice or opinion. The Local Government and Bank agree, jointly and severally, to indemnify the Custodian and to hold it harmless against any and all costs, expenses, damages, liabilities or claims, including reasonable fees and expenses of counsel, which the Custodian may sustain or incur or which may be asserted against the Custodian by reason of or as a result of any action taken or omitted by the Custodian in connection with operating under this Agreement except those costs, expenses, damages, liabilities or claims arising out of the negligence or willful misconduct of the Custodian or any of its employees or duly appointed agents. This indemnity shall be a continuing obligation of the Local Government and Bank notwithstanding the termination of this Agreement.

(b) The Custodian shall not be responsible for, or considered to be the Custodian of, any Eligible Collateral received by it for deposit in the Account until the Custodian actually receives and collects such Eligible Collateral directly or by the final crediting of the Custodian's account on the books of the Book Entry System or the appropriate Depository. The Custodian will be entitled to reverse any credits made on the Local Government's behalf where such credits have been previously made and the Eligible Collateral is not finally collected.

(c) The Custodian shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement and no covenant or obligation shall be implied against the Custodian in connection with this Agreement. In no event shall Custodian be liable to Local Government, Bank or any third party for special, indirect or consequential damages, or lost profits or loss of business, arising in connection with this Agreement.

(d) The Local Government's authorized officer, upon reasonable notice, shall have access to the Custodian's books and records maintained with respect to the Local Government's interest in the Account during the Custodian's normal business hours. Upon the reasonable request of the Local Government, copies of any such books and records shall be provided by the Custodian to the Local Government or the Local Government's authorized officer at the Local Government's expense.

(e) In performing hereunder, the Custodian may enter into subcontracts, agreements and understandings with third parties (including subsidiaries of The Bank of New York Mellon Corporation), whenever and on such terms and conditions as it deems necessary or appropriate. No such subcontract, agreement or understanding shall discharge the Custodian from its obligations hereunder.

(f) Reliance on Pricing Services. Custodian is authorized to utilize any generally recognized pricing information service (including brokers and dealers of securities) in order to perform its valuation responsibilities hereunder, and the Bank and the Local Government agree that Custodian shall not be liable for any loss, damage, expense, liability or claim (including attorneys' fees) incurred as a result of errors or omissions of any such pricing information service, broker or dealer.

(g) Force Majeure. Custodian shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, sabotage, epidemics, riots, loss or malfunctions of utilities, computer (hardware or software) or communications service outside of Custodian's reasonable control, labor disputes, acts of civil or military authority, or governmental, judicial or regulatory action; provided however, that Custodian shall use its best efforts to resume normal performance as soon as practicable under the circumstances.

(h) Bank shall pay to Custodian the fees and charges as may be agreed upon from time to time. Bank shall also reimburse Custodian for out-of-pocket expenses which are a normal incident of the services provided hereunder.

6. Termination

Any of the parties hereto may terminate this Agreement by giving to the other parties a notice in writing specifying the date of such termination, which shall be the earlier of (i) not less than 90 days after the date of giving such notice or (ii) the date on which the Deposits are repaid in full. Such notice shall not affect or terminate the Local Government's security interest in the Eligible Collateral in the Account. Upon termination hereof, the Custodian shall follow such reasonable Written Instructions of the Bank and the Local Government concerning the transfer of custody of Eligible Collateral, collateral records and other items. In the event of a discrepancy between Written Instructions of the Bank and the Local Government, the Custodian shall act pursuant to the Local Government's Written Instructions. Upon the date set forth in the termination notice, this Agreement shall terminate except as otherwise provided herein and all obligations of the parties to each other hereunder shall cease.

7. Miscellaneous.

(a) The Local Government and Bank each agrees to furnish to the Custodian a new Certificate in the event that any present Authorized Person ceases to be an Authorized Person or in the event that any other Authorized Persons are appointed and authorized. Until such new Certificate is received, the Custodian shall be fully protected in acting upon Oral or Written Instructions or signatures of the present Authorized Persons.

(b) Any Written Instructions or other instrument in writing authorized or required by this Agreement shall be given to the Custodian and shall be sufficiently given if sent to the Custodian by regular mail to its offices at One Wall Street, 4th Floor, New York, New York 10286, Attn: BDS – Collateral Manager, or at such other place as the Custodian may from time to time designate in writing.

(c) Any notice or other instrument in writing authorized or required by this Agreement to be given to the Bank shall be sufficiently given if sent to the Bank by regular mail to its offices at 25 West 45th Street Suite 1300, New York, NY 10036 or at such other place as the Bank may from time to time designate in writing.

(d) Any notice or other instrument in writing, authorized or required by this Agreement to be given to the Local Government shall be sufficiently given if sent to the Local Government by regular mail to its offices at _____, or at such other offices as the Local Government may from time to time designate in writing.

(e) In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations shall not in any way be affected or impaired thereby and if any provision is inapplicable to any person or circumstances, it shall nevertheless remain applicable to all other persons and circumstances.

(f) This Agreement may not be amended or modified in any manner except by written agreement executed by all of the parties hereto.

(g) This Agreement shall extend to and be binding upon the parties hereto, and their respective successors and assigns; provided however, that this Agreement shall not be assignable by any party without the written consent of the other parties.

(h) This Agreement shall be construed in accordance with the substantive laws of the State of New York, without regard to conflicts of laws principles thereof. Bank, Local Government and Custodian hereby consent to the jurisdiction of a state or federal court situated in New York in connection with any dispute arising hereunder. Bank, Local Government and Custodian hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that such proceeding brought in such a court has been brought in an inconvenient forum. Bank, Local Government and Custodian each hereby irrevocably waives any and all rights to trial by jury in any legal proceeding arising out of or relating to this Agreement.

(i) Waiver of Immunity. To the extent that in any jurisdiction any party may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, each party irrevocably agrees not to claim, and it hereby waives, such immunity in connection with this Agreement.

(j) Execution; Counterparts. This Agreement may be executed in any number of counterparts by means of (i) a DocuSign® electronic signature, (ii) an original, manual signature, or (iii) a faxed, scanned or photocopied manual signature. Each DocuSign®, faxed, scanned or photocopied manual signature shall for all purposes have the same validity, legal effect and admissibility in evidence as an original manual signature and the parties hereby waive any objection to the contrary. Each such counterpart shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument.

8. Definitions.

Whenever used in this Agreement, the following terms shall have the following meanings:

(a) "Account" shall mean the custodial account established with the Custodian for the benefit of the Local Government as secured party in accordance with this Agreement.

(b) "Adjusted Market Value" shall be one hundred percent of Market Value, except that: (1) in the case of Eligible Collateral enumerated in subparagraphs (v), (vi) and (vii) of Exhibit "B," the Adjusted Market Value shall be an amount equal to its Market Value multiplied by 0.9 if such Eligible Collateral is not rated in the highest rating category by at least one Nationally Recognized Statistical Rating Agency, but is so rated in the second highest rating category, and an amount equal to its Market Value multiplied by 0.8 if such Eligible Security is not so rated in one of the two highest categories, but is so rated in the third highest rated category; (2) in the case of Eligible Collateral enumerated in subparagraphs (viii), (x) and (xi) of Exhibit "B," the Adjusted Market Value shall be an amount equal to its Market Value multiplied by 0.8; (3) in the case of Eligible Collateral enumerated in subparagraph (ix) of Exhibit "B," the Adjusted Market Value shall be an amount equal to its Market Value multiplied by 0.7; and (4) in the case of Eligible Letters of Credit, the Adjusted Market Value shall be an amount equal to its Market Value divided by 1.4.

(c) "Authorized Person" shall be any officer of the Local Government or Bank, as the case may be, duly authorized to give Oral Instructions or Written Instructions on behalf of Local Government or Bank, such persons to be designated in a Certificate substantially in the form of Exhibit "C"- attached hereto, as such Exhibit may be amended from time to time.

(d) "Book Entry System" shall mean the Federal Reserve/Treasury Book Entry System for receiving and delivering U.S. Government Securities.

(e) "Business Day" shall mean any day on which the Custodian and the Bank are open for Business and on which the Book Entry System and/or the Depositories are open for business.

(f) "Certificate" shall mean the Certificate attached hereto as Exhibit "C".

(g) "Collateral Requirement" shall mean the amounts required in Exhibit "A" unless the Bank and Local Government agree to a different amount in accordance with this Agreement.

(h) "Depository" shall include the Depository Trust Company, the Participants Trust Company and other securities depositories and clearing agencies (and their successors and nominees) registered with the Securities and Exchange Commission or otherwise regulated by appropriate federal or state agencies as a securities depository or clearing agency.

(i) "Deposits" shall mean all deposits by the Local Government in the Bank that are available for all uses generally permitted by the Bank to the Local Government for actually and finally collected funds under the Bank's account agreement or policies.

(j) "Eligible Collateral" shall mean any securities of the types enumerated in the Schedule of Eligible Collateral attached hereto as Exhibit "B" as such Schedule may be amended by the parties in writing from time to time, Eligible Letters of Credit, and Eligible Surety Bonds.

(k) "Eligible Letter of Credit" shall mean an irrevocable letter of credit issued in favor of the Local Government for a term not to exceed ninety days by either: (1) a bank (other than the Bank) whose commercial paper and other unsecured short-term debt obligations (or, in the case of a bank which is the principal subsidiary of a holding company, whose holding company's commercial paper and other unsecured short-term debt obligations) are rated in one of three highest rating categories based on the credit of such bank or holding company by at least one Nationally Recognized Statistical Rating Organization, or (2) a bank (other than the Bank) which is in compliance with applicable Federal minimum risk-based capital requirements.

(l) "Eligible Surety Bond" shall mean a bond executed by an insurance company authorized to do business in the State of New York, the claims paying ability of which is rated in the highest rating category by at least two nationally recognized statistical rating organizations.

(m) "Margin Percentage" shall mean the percentage indicated on Exhibit B attached hereto with respect to particular types of Eligible Collateral.

(n) "Market Value" shall mean, with respect to any Eligible Security held in the Account, the market value of such Eligible Security as made available to the Custodian by a generally recognized source selected by the Custodian plus, if not reflected in the market value, any accrued interest thereon, or, if such source does not make available a market value, the market value shall be as determined by the Custodian in its sole discretion based on information furnished to the Custodian by one or more brokers or dealers; provided however that, if agreed in writing by the parties hereto, the Bank may provide the Custodian with such Market Values. The Market Value of Eligible Letters of Credit and Eligible Surety Bonds shall be the face amount thereof.

(o) "Nationally Recognized Statistical Rating Organization" shall mean Moody's, Standard and Poor's, Fitch, Duff and Phelps, BankWatch and IBCA and in the case of Eligible Surety Bonds, shall also include Bests.

(p) "Oral Instructions" shall mean verbal instructions actually received by the Custodian from an Authorized Person or from a person reasonably believed by the Custodian to be an Authorized Person.

(q) "Substitute Collateral" shall have the meaning set forth in paragraph C of Section 1 of this Agreement.

(r) "Uninsured Deposits" shall mean that portion of the Local Government's Deposits with the Bank which exceeds the insurance coverage available from the Federal Deposit Insurance Corporation.

(s) "Written Instructions" shall mean written communications actually received by the Bank or the Custodian from an Authorized Person or from a person reasonably believed by the Bank or the Custodian to be an Authorized Person by a computer, telex, telecopier or any other system whereby the receiver of such communications is able to verify by codes or otherwise with a reasonable degree of certainty the identity of the sender of such communication.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized and their respective seals to be hereunto affixed, as of the day and year first above written.

TOWN OF ORANGETOWN

STERLING NATIONAL BANK

By: _____

By: John Sillings

Title:

Title: SVP, CIO & Treasurer

THE BANK OF NEW YORK MELLON

By: _____

Title:

EXHIBIT A
Collateral Requirement

Collateral Requirement. On any Business Day that the Local Government has Uninsured Deposits in the Bank, the Bank, in accordance with paragraph b of Section 1 of this Agreement, agrees to deliver or cause to be delivered to the Custodian for deposit in the Account, Eligible Collateral having an Adjusted Market Value equal to the Collateral Requirement. For purposes of this Agreement, Collateral Requirement shall mean the amount of such Uninsured Deposits times the Margin Percentage, if any.

EXHIBIT B
Schedule of Eligible Collateral

Margin %

- | | | |
|------------|--------|--|
| <u>102</u> | (i) | Obligations issued by the United States of America, an agency thereof or a United States government sponsored corporation or obligations fully insured or guaranteed as to the payment of principal and interest by the United States of America, an agency thereof or a United States government sponsored corporation. |
| <u>102</u> | (iii) | Obligations partially insured or guaranteed by any agency of the United States of America, at a proportion of the Market Value of the obligation that represents the amount of the insurance or guaranty. |
| <u>102</u> | (iv) | Obligations issued or fully insured or guaranteed by the State of New York, obligations issued by a municipal corporation, school district or district corporation of such State or obligations of any public benefit corporation which under a specific State statute may be accepted as security for deposit of public moneys. |
| <u>102</u> | (v) | Obligations issued by states (other than the State of New York) of the United States rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization. |
| <u>102</u> | (viii) | Obligations of domestic corporations rated in one of the two highest rating categories by at least one nationally recognized statistical rating organization. |

EXHIBIT C
CERTIFICATE OF AUTHORIZED PERSONS
(Local Government - Oral and Written Instructions)

The undersigned hereby certifies that he/she is the duly elected and acting _____ of Town of Orangetown (the "Local Government"), and further certifies that the following officers or employees of the Local Government have been duly authorized in conformity with the Local Government's _____ to deliver Oral and Written Instructions to The Bank of New York Mellon ("Custodian") pursuant to the Third Party Custodian Agreement between the Local Government, Sterling National Bank ("Bank") and Custodian dated _____, and that the signatures appearing opposite their names are true and correct:

Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature

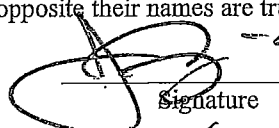
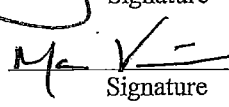
This certificate supersedes any certificate of authorized individuals you may currently have on file.

[seal]

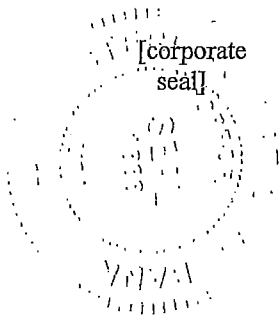
Title:
Date:

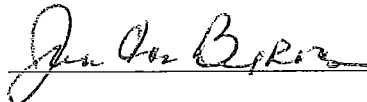
CERTIFICATE OF AUTHORIZED PERSONS
(Bank - Oral and Written Instructions)

The undersigned hereby certifies that he/she is the duly elected and acting Corporate Secretary of Sterling National Bank (the "Bank"), and further certifies that the following officers or employees of the Bank have been duly authorized in conformity with the Bank's Articles of Incorporation and By-Laws to deliver to deliver Oral and Written Instructions to The Bank of New York Mellon ("Custodian") pursuant to the Third Party Custodian Agreement between the Bank, Town of Orangetown ("Local Government") and Custodian dated _____, and that the signatures appearing opposite their names are true and correct:

<u>John Sillings</u> Name	<u>SVP, CIO, & Treasurer</u> Title	 Signature
<u>Matthew Vitelli</u> Name	<u>VP, Treasury</u> Title	 Signature
_____ Name	_____ Title	_____ Signature
_____ Name	_____ Title	_____ Signature
_____ Name	_____ Title	_____ Signature
_____ Name	_____ Title	_____ Signature
_____ Name	_____ Title	_____ Signature
_____ Name	_____ Title	_____ Signature
_____ Name	_____ Title	_____ Signature

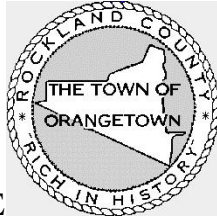
This certificate supersedes any certificate of authorized individuals you may currently have on file.





Title: Corporate Secretary

Date:



TOWN ATTORNEY'S OFFICE

INTER-OFFICE MEMORANDUM

DATE: March 15, 2019

TO: Rosanna Sfraga, Town Clerk (with originals)

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

FROM: Dennis D. Michaels, Deputy Town Attorney

RE: Certificate of Plumbing Registration (Sewer Work) 2019

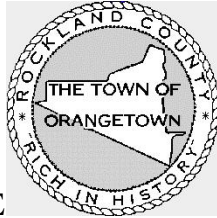
The following applicant is qualified, pursuant to the qualification certificate received from Eamon Reilly, Commissioner of the Department of Environmental Management and Engineering (original attached), and the bond and insurance certificates having been reviewed and approved (originals attached), from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

Pro-Cut Landscaping
11 Pineview Road
West Nyack, NY 10994
Tel.: 845-222-5986

This Certificate of Registration has been placed on the next Regular Town Board Meeting agenda scheduled for March 26, 2019. Should you have any questions, please do not hesitate to contact this Office.

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

DDM/mf
encl.



TOWN ATTORNEY'S OFFICE

INTER-OFFICE MEMORANDUM

DATE: March 15, 2019

TO: Rosanna Sfraga, Town Clerk (with originals)

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

FROM: Dennis D. Michaels, Deputy Town Attorney

RE: Certificate of Plumbing Registration (Sewer Work) 2019

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

United Sewer & Drain Service Corp.
P.O. Box 123
Slate Hill, NY 10973
Tel.: 888-845-2564

This Certificate of Registration has been placed on the next Regular Town Board Meeting agenda scheduled for March 26, 2019. Should you have any questions, please do not hesitate to contact this Office.

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

DDM/mf
encl.

**TOWN OF ORANGETOWN
REGULAR TOWN BOARD MEETING
MONDAY, JULY 20, 2009**

This Town Board Meeting was opened at 7:39 p.m. Supervisor Kleiner presided and called the Roll. Present were:

Councilman Denis Troy
Councilwoman Marie Manning
Councilwoman Nancy Low-Hogan
Councilman Michael Maturo

Also present: Teresa Accetta-Pugh, Deputy Town Clerk
Eliot Tozer, Deputy Supervisor
Teresa Kenny, First Deputy Town Attorney
Suzanne Barclay, Executive Assistant to the Supervisor
Charles Richardson, Director of Finance
James Dean, Superintendent of Highways
Ron Delo, Director of the Dept. of Env'tl Management & Engineering
Robert Simon, Receiver of Taxes (arrived at 8:05 p.m.)
John Giardiello, Director of OBZPAE
Aric T. Gorton, Superintendent Parks-Rec. & Building Maint.

Esta Baitler led the Pledge of Allegiance to the Flag.

A Route 303 and Erie Street Intersection Public Information Meeting will be held on July 28th at 7:30 p.m.

Nick DeSantis and Margaret Modugno of Bennet Kielson Storch DeSantis presented the 2008 Financial Report. He said the Town again received a Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association of the United States and Canada. The Town spent \$122,111 more than the budget and the Town received \$302,500 less revenue. He spoke about mortgage taxes, state aid, fund balances, deficits, unexpected expenses and bonds. He recommended not raising taxes to accumulate funds for the extended economic downturn.

RESOLUTION NO. 402

**ADOPT-A-SPOT/POP'S GANG HILL
VAN WYCK RD AND BLAUVELT RD**

Councilman Troy offered the following resolution, which was seconded by Councilwoman Manning and was unanimously adopted:

RESOLVED, that the Adopt-A-Spot Committee, a volunteer organization with Thomas Tracey as part of the Adopt-A-Spot Committee, to contribute toward the development and maintenance of a more attractive and litter-free Town Highway R.O.W. segment as described in the Highway Work Permit as Town Property located at intersection of Van Wyck Road and Blauvelt Road, otherwise known as the "SPOT," by performing necessary and /or desired clean-up activities, as particularly set forth in and pursuant to the terms and conditions of the Town of Orangetown Highway Department Adopt-A-Spot Agreement between the Town of Orangetown Highway Department and "Pop's Gang Hill" Adopt-A-Spot Committee, Dated July 20, 2009" is hereby authorized and approved.

Ayes: Councilpersons Troy, Manning, Low-Hogan, Maturo
Supervisor Kleiner

Noes: None

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RESOLUTION NO. 403**OPEN PH/OFFICE OF THE TOWN
SUPERVISOR/EXTEND TERM FROM
2-YEARS TO 4-YEARS**

Councilman Maturo offered the following resolution, which was seconded by Councilwoman Low-Hogan and was unanimously adopted:

RESOLVED, that the 8:00 p.m. public hearing to consider the adoption of a proposed local law, subject to mandatory referendum, extending the term of office of the Supervisor of the Town of Orangetown from 2-years to 4-years, effective the 1st day of January next following the November 2011 biennial election is hereby opened. The said local law would supersede N.Y.S. Town Law §24, which fixes the term of Office for the Town Supervisor at two-years.

Ayes: Councilpersons Maturo, Low-Hogan, Troy, Manning
Supervisor Kleiner

Noes: None

The Deputy Town Clerk presented the Affidavit of Publication and the Notice of Posting; copies are labeled Exhibit 07-A-09 and made a part of these minutes.

Summary of public comments:

Gail Raffaele, Tappan, opposes this action. Having lived in Orangetown all her life and having Supervisors elected every two years, she has seen the Town flourish.

Michael Mandel, Pearl River, is in favor of the 4-years. However, there should be a proviso in there of term limits. If we are starting in 2009 for the Town Clerk and 2009 for Highway, it should be 2009 for the Supervisor too.

Catherine Dodge, Orangeburg, said all elected positions should be 4-years. Four years give the voters time to assess the job being done and can vote for or against the candidate. This change should be done as soon as possible for all three positions.

Carol Silverstein, Orangeburg, is completely against the extension of the term of office. The rules regarding the length of office have served everyone well in this Town. She spoke of Jim Dean's compiled statistics on term lengths from every county in New York: 54% of Town Clerks, 48% of Highway Superintendents and 30% of Town Supervisors have 4-year terms.

Eileen Larkin, Palisades, is against the legislation to extend the terms of office of the ones that are on the agenda and she spoke about term limits.

Alex DiMenna, Blauvelt, definitely does not support the increasing of terms for the Supervisor. It has served us well in Orangetown to get fresh perspective every two years.

Ruth Weber, Upper Grandview, said if assured that four-year terms cost less money and an effort on your part could translate into less inflationary play to play politics in Orangetown, such a change might work for the taxpayer's benefit. In any case, she favors a limit of six or eight years for an elected official.

James Dean, Superintendent of Highways, clarified that based on everyone who had a two-year term, 53% of the communities have already changed the Town Clerk to a four-year term and 48% have already changed the Highway Superintendent. So there is a trend. He believes Stony Point is looking at the same type of extension and it's going to be on this year's ballot.

RESOLUTION NO. 404**CLOSE PUBLIC PORTION/ OFFICE
OF THE TOWN OF SUPERVISOR
EXTEND TERM FROM 2-YEARS TO 4-
YEARS**

Councilwoman Low-Hogan offered the following resolution, which was seconded by Councilwoman Manning and was unanimously adopted:

RESOLVED, that the public comment portion is hereby closed.

Ayes: Councilpersons Low-Hogan, Manning, Troy, Maturo
Supervisor Kleiner

Noes: None

RESOLUTION NO. 405**ADOPT RESOLUTION/SUBJECT TO
MANDATORY REFERENDUM
OFFICE OF THE TOWN SUPERVISOR
EXTEND TERM FROM 2-YEARS TO
4-YEARS**

Councilwoman Low-Hogan offered the following resolution, which was seconded by Councilman Maturo and on a roll call was unanimously adopted:

WHEREAS, by resolution duly adopted the 22nd day of June 2009, the Town Board of the Town of Orangetown, in the exercise of its powers under the Municipal Home Rule Law, resolved to conduct a public hearing on a proposed local law that would increase the length of the term of office for the Town Supervisor from two-years to four-years, said law to apply to the individual elected to the office of Town Supervisor of the Town of Orangetown at the biennial Town Election to be held in November 2011, and to those thereafter elected to such office; and

WHEREAS, notice of said public hearing was duly advertised in the Rockland Journal News, the official newspaper of the Town of Orangetown, on July 6, 2009 for a public hearing to be held on July 20, 2009; and

WHEREAS, the said public hearing was duly held on July 20, 2009 at Town Hall, 26 Orangeburg Road, Orangeburg, New York 10962, at which time all parties in attendance were permitted an opportunity to be heard with respect to the proposed law; and

WHEREAS, after due deliberation, the Town Board finds it to be in the best interests of the Town to adopt such local law; and

WHEREAS, pursuant to the provisions of § 23 of the Municipal Home Rule Law, said local law is subject to mandatory referendum.

NOW, THEREFORE, BE IT RESOLVED, that, in the exercise of its powers under §10(1)(ii)(d)(3) of the Municipal Home Rule Law, the Town Board of the Town of Orangetown hereby adopts, subject to mandatory referendum, the said local law entitled “Local Law of the Town of Orangetown, Increasing the Term of the Office of Town Supervisor from Two (2) Years to Four (4) Years”, a copy of which is annexed hereto and made a part of this resolution, which local law supersedes § 24 of the N.Y.S. Town Law; and be it further

RESOLVED, that the Town Clerk be, and hereby is, directed to certify the following proposition to the Rockland County Board of Elections for inclusion on the ballot of the biennial town election to be held on November 3, 2009:

“Shall a Local Law, entitled “A Local Law Increasing the Term of the Office of Town Supervisor from Two (2) Years to Four (4) Years, be approved, as applicable to the individual elected to the office of Town Supervisor of the Town of Orangetown at the biennial Town Election to be held in November 2011, and to those thereafter elected to such office?”

And be it further

RESOLVED, that, in the event the foregoing proposition is approved by a majority of the qualified voters voting thereon, as certified by the Rockland County Board of Elections, the Town Clerk be, and hereby is, authorized to notice the adoption of said local law and to file a copy of same with the Secretary of State of the State of New York, as, and within the time, required by law.

Ayes: Councilpersons Low-Hogan, Maturo, Troy, Manning
Supervisor Kleiner

Noes: None

**PROPOSED LOCAL LAW
INCREASING THE TERM OF OFFICE OF THE TOWN SUPERVISOR
FROM TWO (2) YEARS TO FOUR (4) YEARS.**

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

Section 1. Chapter 1A. of the Code of the Town of Orangetown is hereby amended to add a new Article III to be entitled Terms of Office, which shall read as follows:

**ARTICLE III
Terms of Office**

§ 1A-__ Term of Office of the Town Supervisor

The term of office for the individual elected to the office of Town Supervisor of the Town of Orangetown at the biennial Town Election to be held in November 2011, and to those thereafter elected to such office, shall be four (4) years.

§ 1A-__ Statutory Authority and Supersession

This Local Law is adopted pursuant to §§ 10(1)(ii)(d)(3) and 23 of the Municipal Home Rule Law of the State of New York, and shall supersede the provisions of Town Law § 24, relating to the term of office for Town Supervisor.

§ 1A-__ Effective Date

The provisions of this local law shall take effect immediately upon filing with the Secretary of State, following its adoption and ratification by mandatory referendum.

* * *

RESOLUTION NO. 406

**OPEN PH/OFFICE OF THE
SUPERINTENDENT OF HIGHWAYS
EXTEND TERM FROM 2-YRS TO 4-YRS**

Councilwoman Low-Hogan offered the following resolution, which was seconded by Councilman Troy and was unanimously adopted:

RESOLVED, that the 8:05 p.m. public hearing to consider the adoption of a proposed local law, subject to mandatory referendum, amending Chapter 8A, §3 of the Code of the Town of Orangetown, entitled "Superintendent of Highways; Term of Office" is hereby opened. The amendment, if adopted, would extend the term of office of the Town Superintendent of Highways from 2-years to 4-years, effective the 1st day of January next following the November 2009 biennial election. The said local law would supersede N.Y.S. Town Law §24, which fixes the term of Office for the Superintendent of Highways at two-years.

Ayes: Councilpersons Low-Hogan, Troy, Manning, Maturo
Supervisor Kleiner
Noes: None

The Deputy Town Clerk presented the Affidavit of Publication and the Notice of Posting; copies are labeled Exhibit 07-B-09 and made a part of these minutes.

Summary of Public portion:

Gail Raffaele, Tappan, does not think any position in the Town of Orangetown elected should be four years right now.

Carol Silverstein, Blauvelt, said on principle alone, the Superintendent of Highways term, the Town Clerk's term and definitely the Supervisor's term should not be extended.

Allan Ryff, Tappan, said reality is in America we have a system, whereby you have a balance of power and the people have the right to vote and they should vote. You have to have a sense of responsibility. The people have the right every so often to say "No" and tonight, I think the people are saying "No".

Eileen Larkin, Palisades, believes a candidate should know the Town and have a platform prior to running for office. Every elected official should have a term limit and should not be entitled to lifetime health benefits or a pension.

James Dean, Superintendent of Highways, said he really doesn't want this to be a thing of personalities. The reason Charlotte Madigan and I brought this to the board a few times in the last couple of years is not because it is self-serving. In fact, from a political standpoint for me, it's fine having a two-term because nobody runs against me. So why would I just leave it this way. Why would I ever want to attract somebody else? But, I really believe truly that it is better for the Town of Orangetown, because we will establish a position that would allow somebody to take the job and do some planning, and I'll give you a couple of incidences for that. This is, from Charlie and I am talking for Charlie because as you know she is recuperating, she is not here tonight and I did discuss this with her just a little awhile ago. We brought this forward because many times when we're running for election and when we're talking to people and when we're talking about nominations, constantly what comes up is for administrator positions like this why isn't it a 4-year term. Administrators in most places, if they are not policy making, are four or more year terms, because you need some continuity and you need some stability. If you are running departments, and I think it's been testified here that the Town Clerk's department and the Highway department runs pretty well, we stay within our budgets, we try to do the best job we can with the funds that are available, we advocate what we think is necessary for highways. Basically, because I have had the luxury of not having to worry about all my decisions and how it's going to effect me getting elected two years from now. So, I think there is a lot of reasoning for considering the 4-year term and communities are doing that because they believe its better management. As far as continuity, experience helps expands your knowledge of what the public expects from you. You come in, you hear a few people telling you what they think needs to be done but we're servicing 50,000 people in the Town of Orangetown. So, you get the opportunity when you are there for awhile to really know what neighborhoods are about and to really understand what people are asking for. I think that is one of reasons we should be bringing this to the vote in November. So that, the entire Town of Orangetown has an opportunity. Personally, I am very much in favor of the 4-year term, because I think it will be a benefit to Orangetown, but if it doesn't happen, it's not the end of the world for me. So, I just want to get that part cleared up. It gives you, the person that is in there the ability to develop an understanding of working local government and how local government works. When you are brand new, it's like being in a maze. I'm talking about budgets. I'm talking about dealing with other agencies, State Department of Transportation, the Comptroller's office, whoever as an elected official you may have to deal with. It takes awhile to learn that process and we benefit by people that have been through it and have proven to be good at it. The same thing with the Federal and State agencies, we're working on Federal and State grants now that it takes you two years to learn how to even apply for the grant and I've been here along time. Stability, the public gets to know what you are about and the Town Board gets to know what you are about. You control the highway department and the Town Board does by the budget. You can feel comfortable spending money or putting into our fund what we think is necessary. If you decide that you don't trust the person running that department, you can always pull the strings and say "no" you are not getting the money. So there's that part of stability. You know what is going on. One thing that gets overlooked many times is employee stability. Employees get to know who they are working for. They get to understand the policies. It's not changing all the time. I have seen in other communities where actually the employees didn't like someone who was there for a two-year term and work against him. Because, they figure well two years will get him thrown out. An absolute fact. If you are in a four term and you see that changes need to be made you have the opportunity to implement changes, because it's not a knee jerk reaction. You can work them in. We have proven that with a number of programs that we have established. It also gives you what I really think is one of the most beneficial points is the ability to do long-term planning. It helps to develop programs based on historical data. We know what the public has expected; we know what services they ask for or what services they don't want. It gives you the opportunity to actually develop that. You can do better budgeting, if you are looking long-term then trying to hit just particular needs and you are winding up with pikes. Actually, I think it very much encourages managing solving problems and not managing by dealing with crises.

RESOLUTION NO. 407

**CLOSE PUBLIC PORTION/OFFICE OF
THE SUPERINTENDENT OF HIGHWAYS
EXTEND TERM FROM 2-YRS TO 4-YRS**

Councilman Troy offered the following resolution, which was seconded by Councilwoman Low-Hogan and was unanimously adopted:

Resolution No. 407 - Continued

RESOLVED, that the public comment portion is hereby closed.

Ayes: Councilpersons Troy, Low-Hogan, Manning, Maturo
Supervisor Kleiner
Noes: None

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RESOLUTION NO. 408

**ADOPT RESOLUTION/SUBJECT TO
MANDATORY REFERENDUM
OFFICE OF THE SUPERINTENDENT
OF HIGHWAYS/EXTEND TERM
FROM 2-YEARS TO 4-YEARS**

Councilwoman Low-Hogan offered the following resolution, which was seconded by Councilman Troy and on a roll call was unanimously adopted:

WHEREAS, by resolution duly adopted the 22nd day of June 2009, the Town Board of the Town of Orangetown, in the exercise of its powers under the Municipal Home Rule Law, resolved to conduct a public hearing on a proposed local law that would increase the length of the term of office for the Town Highway Superintendent from two-years to four-years, said law to apply to the individual elected to the office of Town Highway Superintendent at the biennial Town Election to be held on November 3, 2009, whose term shall commence on January 1, 2010, and to those thereafter elected to such office; and

WHEREAS, notice of said public hearing was duly advertised in the Rockland Journal News, the official newspaper of the Town of Orangetown, on July 6, 2009 for a public hearing to be held on July 20, 2009; and

WHEREAS, the said public hearing was duly held on July 20, 2009 at Town Hall, 26 Orangeburg Road, Orangeburg, New York 10962, at which time all parties in attendance were permitted an opportunity to be heard with respect to the proposed law; and

WHEREAS, after due deliberation, the Town Board finds it to be in the best interests of the Town to adopt such local law; and

WHEREAS, pursuant to the provisions of § 23 of the Municipal Home Rule Law, said local law is subject to mandatory referendum.

NOW, THEREFORE, BE IT RESOLVED, that, in the exercise of its powers under §10(1)(ii)(d)(3) of the Municipal Home Rule Law, the Town Board of the Town of Orangetown hereby adopts, subject to mandatory referendum, the said local law entitled "Local Law of the Town of Orangetown, Increasing the Term of the Office of Town Highway Superintendent from Two (2) Years to Four (4) Years", a copy of which is annexed hereto and made a part of this resolution, which local law supersedes § 24 of the N.Y.S. Town Law; and be it further

RESOLVED, that the Town Clerk be, and hereby is, directed to certify the following proposition to the Rockland County Board of Elections for inclusion on the ballot of the biennial town election to be held on November 3, 2009:

"Shall a Local Law, entitled "A Local Law Increasing the Term of the Office of Town Highway Superintendent from Two (2) Years to Four (4) Years, be approved, said local law to be applicable to the individual elected to the office of Town Highway Superintendent of the Town of Orangetown at the biennial Town Election to be held on November 3, 2009, and whose term shall commence on January 1, 2010, and to those thereafter elected to such office?"

And be it further

RESOLVED, that, in the event the foregoing proposition is approved by a majority of the qualified voters voting thereon, as certified by the Rockland County Board of Elections, the Town Clerk be, and hereby is, authorized to notice the adoption of said local law and to file a

Resolution No. 408 - Continued

copy of same with the Secretary of State of the State of New York, as, and within the time, required by law.

Ayes: Councilpersons Troy, Manning, Maturo
Supervisor Kleiner
Noes: Councilwoman Low-Hogan

**PROPOSED LOCAL LAW
INCREASING THE TERM OF OFFICE OF THE TOWN HIGHWAY
SUPERINTENDENT FROM TWO (2) YEARS TO FOUR (4) YEARS.**

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

Section 1. Chapter 1A. of the Code of the Town of Orangetown is hereby amended to add a new Article III to be entitled Terms of Office, which shall read as follows:

**ARTICLE III
Terms of Office**

§ 1A-___ Term of Office of the Town Highway Superintendent

The term of office for the individual elected to the office of Town Highway Superintendent of the Town of Orangetown at the biennial Town Election to be held on November 3, 2009, and whose term shall commence on January 1, 2010, and to those thereafter elected to such office, shall be four (4) years.

§ 1A-___ Statutory Authority and Supersession

This Local Law is adopted pursuant to §§ 10(1)(ii)(d)(3) and 23 of the Municipal Home Rule Law of the State of New York, and shall supersede the provisions of Town Law § 24, relating to the term of office for Town Highway Superintendent.

§ 1A-___ Effective Date

The provisions of this local law shall take effect immediately upon filing with the Secretary of State, following its adoption and ratification by mandatory referendum.

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RESOLUTION NO. 409

**OPEN PH/OFFICE OF THE TOWN
CLERK/EXTEND TERM FROM
2-YEARS TO 4-YEARS**

Councilwoman Low-Hogan offered the following resolution, which was seconded by Councilman Troy and was unanimously adopted:

RESOLVED, that the 8:10 p.m. public hearing to consider the adoption of a proposed local law, subject to mandatory referendum, extending the term of office of the Town Clerk of the Town of Orangetown from 2-years to 4-years, effective the 1st day of January next following the November 2009 biennial election is hereby opened. The said local law would supersede N.Y.S. Town Law §24, which fixes the term of Office for the Town Clerk at two-years.

Ayes: Councilpersons Low-Hogan, Troy, Manning, Maturo
Supervisor Kleiner
Noes: None

The Deputy Town Clerk presented the Affidavit of Publication and the Notice of Posting; copies are labeled Exhibit 07-C-09 and made a part of these minutes.

Summary of Public portion:

Gail Raffaele, Tappan, is against this action and she thinks the Town Clerk and the Receiver of Taxes should be occupied by civil servants.

RESOLUTION NO. 410

**CLOSE PUBLIC PORTION/OFFICE
OF THE TOWN CLERK/EXTEND
TERM FROM 2-YEARS TO 4-YEARS**

Councilman Troy offered the following resolution, which was seconded by Councilwoman Manning and was unanimously adopted:

RESOLVED, that the public comment portion is hereby closed.

Ayes: Councilpersons Troy, Manning, Low-Hogan, Maturo
Supervisor Kleiner

Noes: None

RESOLUTION NO. 411

**ADOPT RESOLUTION/SUBJECT TO
MANDATORY REFERENDUM/OFFICE
OF THE TOWN CLERK/EXTEND TERM
FROM 2-YRS TO 4-YRS**

Councilman Maturo offered the following resolution, which was seconded by Councilman Troy and on a roll call was unanimously adopted:

WHEREAS, by resolution duly adopted the 22nd day of June 2009, the Town Board of the Town of Orangetown, in the exercise of its powers under the Municipal Home Rule Law, resolved to conduct a public hearing on a proposed local law that would increase the length of the term of office for the Town Clerk from two-years to four-years, said law to apply to the individual elected to the office of Town Clerk at the biennial Town Election to be held on November 3, 2009, whose term shall commence on January 1, 2010, and to those thereafter elected to such office; and

WHEREAS, notice of said public hearing was duly advertised in the Rockland Journal News, the official newspaper of the Town of Orangetown, on July 6, 2009 for a public hearing to be held on July 20, 2009; and

WHEREAS, the said public hearing was duly held on July 20, 2009 at Town Hall, 26 Orangeburg Road, Orangeburg, New York 10962, at which time all parties in attendance were permitted an opportunity to be heard with respect to the proposed law; and

WHEREAS, after due deliberation, the Town Board finds it to be in the best interests of the Town to adopt such local law; and

WHEREAS, pursuant to the provisions of § 23 of the Municipal Home Rule Law, said local law is subject to mandatory referendum.

NOW, THEREFORE, BE IT RESOLVED, that, in the exercise of its powers under §10(1)(ii)(d)(3) of the Municipal Home Rule Law, the Town Board of the Town of Orangetown hereby adopts, subject to mandatory referendum, the said local law entitled "Local Law of the Town of Orangetown, Increasing the Term of the Office of Town Clerk from Two (2) Years to Four (4) Years", a copy of which is annexed hereto and made a part of this resolution, which local law supersedes § 24 of the N.Y.S. Town Law; and be it further

RESOLVED, that the Town Clerk be, and hereby is, directed to certify the following proposition to the Rockland County Board of Elections for inclusion on the ballot of the biennial town election to be held on November 3, 2009:

"Shall a Local Law, entitled "A Local Law Increasing the Term of the Office of Town Clerk from Two (2) Years to Four (4) Years, be approved, said local law to be applicable to the individual elected to the office of Town Clerk of the Town of Orangetown at the

Resolution No. 411 - Continued

biennial Town Election to be held on November 3, 2009, and whose term shall commence on January 1, 2010, and to those thereafter elected to such office?"

And be it further

RESOLVED, that, in the event the foregoing proposition is approved by a majority of the qualified voters voting thereon, as certified by the Rockland County Board of Elections, the Town Clerk be, and hereby is, authorized to notice the adoption of said local law and to file a copy of same with the Secretary of State of the State of New York, as, and within the time, required by law.

Ayes: Councilpersons Maturo, Troy, Manning
Supervisor Kleiner

Noes: Councilwoman Low-Hogan

**PROPOSED LOCAL LAW
INCREASING THE TERM OF OFFICE OF THE TOWN CLERK
FROM TWO (2) YEARS TO FOUR (4) YEARS.**

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

Section 1. Chapter 1A. of the Code of the Town of Orangetown is hereby amended to add a new Article III to be entitled Terms of Office, which shall read as follows:

**ARTICLE III
Terms of Office**

§ 1A-__ Term of Office of the Town Clerk

The term of office for the individual elected to the office of Town Clerk of the Town of Orangetown at the biennial Town Election to be held on November 3, 2009, and whose term shall commence on January 1, 2010, and to those thereafter elected to such office, shall be four (4) years.

§ 1A-__ Statutory Authority and Supersession

This Local Law is adopted pursuant to §§ 10(1)(ii)(d)(3) and 23 of the Municipal Home Rule Law of the State of New York, and shall supersede the provisions of Town Law § 24, relating to the term of office for Town Clerk.

§ 1A-__ Effective Date

The provisions of this local law shall take effect immediately upon filing with the Secretary of State, following its adoption and ratification by mandatory referendum.

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Summary of Public Comments (RTBM)

Gerri Levy, Rockland County Housing Coalition, has been providing entry-level housing (Workforce Housing) for the past 15 years. The Village of Nyack and the Village of Haverstraw has already passed this type of legislation. The Town of Ramapo is already providing workforce housing and the Town of Clarkstown is also entertaining a new zoning designation to allow this housing. Many studies have shown, people can't afford to live in this County and it's a problem maintaining volunteers.

Jo-Ann Coffey-Fasulo, Pearl River, asked the board to legally define the meaning of affordable housing. The taxes on workforce housing shouldn't be subsidized by the other taxpayers. This would steal from others pride and hard work.

Mike Mandel, Pearl River, asked what is the real agenda regarding the workforce housing and he asked it be shelved indefinitely. We need rateables, not subsidize housing. He is against giving \$2,500 to the Amazing Grace Circus.

Gail Raffaele, Tappan, said, if OMM can afford \$700,000 for a concession stand, they ought to be able to pay their own fees to the Town of Orangetown. She would like to know if an active sewer pipe exists in her backyard. If Nyack has adopted a Workforce Housing Act, then we have it in Orangetown.

Ruth Weber, Upper Grandview, said the Orangetown Workforce Housing Act should be buried. They way to provide affordable housing for all is to lower taxes and clean up government.

Eileen Larkin, Palisades, asked who is paying for the repair of Oaktree Road. Who and when the study of insufficient housing was done. She is concerned about some of the language in the Draft of the Orangetown Workforce Housing Act.

Tom Diviny, Blauvelt, believes the Orangetown Workforce Housing Act is all political. Changing zoning invites outside interest to challenge that zoning.

Don Brenner, an attorney, asked where the Workforce Housing statute is going to apply. There isn't any MFR zoning left in the Town. He is not against affordable housing.

Mr. Finn, Orangeburg, asked if the Town is liable for a tree that is uprooting his driveway.

Watson Morgan, Blauvelt, believes since Nyack has certain responsibilities for its planning and its direction, the Town shouldn't be a co-applicant for Riverspace, Inc. This could cause the Town to give up future grant applications.

RESOLUTION NO. 412

CLOSE PUBLIC PORTION

Councilman Maturo offered the following resolution, which was seconded by Councilwoman Manning and was unanimously adopted:

RESOLVED, that the public comment portion is hereby closed.

Ayes: Councilpersons Maturo, Manning, Troy, Low-Hogan
Supervisor Kleiner

Noes: None

* * *

RESOLUTION NO. 413

**AUTHORIZE CO-APPLICANT
RIVERSPACE INC.**

Councilman Troy offered the following resolution, which was seconded by Councilwoman Manning and on a roll call was adopted:

RESOLVED, that it is hereby authorized for the Town of Orangetown to be a co-applicant with Riverspace Inc. of Nyack for a grant application to the New York State Department of State Smart Growth Fund for planning funding for the redevelopment of the Riverspace Arts Center and surrounding area.

Ayes: Councilpersons Manning, Low-Hogan
Supervisor Kleiner

Noes: Councilpersons Troy, Maturo

* * *

RESOLUTION NO. 414

**SCHEDULE PUBLIC HEARING
HOUSING FOR MODERATE-INCOME
HOUSEHOLDS (ORANGETOWN
HOUSING ACT)**

Councilman Maturo offered the following resolution, which was seconded by Councilwoman Manning and on a roll call was adopted:

RESOLVED, that a public hearing is scheduled on September 14, 2009 at 8:00 p.m. to consider the adoption of a local law requiring that a certain portion of any multifamily housing developments over 10 units in an MFR zone be set aside for moderate-income households to better enable workers, particularly young residents, to be able to afford to reside in the community (Orangetown Workforce Housing).

Ayes: Councilpersons Maturo, Manning, Low-Hogan
Supervisor Kleiner

Noes: Councilperson Troy

RESOLUTION NO. 415**SCHEDULE PUBLIC HEARING
EXTEND THE SPARKILL HAMLET
OVERLAY ZONING DISTRICT**

Councilman Maturo offered the following resolution, which was seconded by Councilwoman Manning and unanimously was adopted:

RESOLVED, that a public hearing is scheduled on September 29, 2009 at 8:00 p.m. to extend the Sparkill Hamlet Overlay Zoning District to the ten remaining parcels in the Community Shopping zoning District.

Ayes: Councilpersons Maturo, Manning, Troy, Low-Hogan
Supervisor Kleiner
Noes: None

* * *

RESOLUTION NO. 416**APPROVE FUNDING/AMAZING
GRACE CIRCUS/NYACK**

Councilman Maturo offered the following resolution, which was seconded by Councilwoman Manning and on a roll call was adopted:

RESOLVED, that the request of the Amazing Grace Circus for \$1,500 to support the "Circus in the Park Extravaganza" in Memorial Park, Nyack from July 19 – August 2 is hereby approved.

Ayes: Councilpersons Maturo, Manning, Low-Hogan
Noes: Councilperson Troy
Abstained: Supervisor Kleiner

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RESOLUTION NO. 417**AWARD BID/AMERICAN WEAR
UNIFORMS/HIGHWAY**

Councilwoman Manning offered the following resolution, which was seconded by Councilman Maturo and unanimously was adopted:

WHEREAS, the Superintendent of Highways duly advertised for sealed bids for industrial service uniforms, which were received and publicly opened on July 8, 2009. The Superintendent made this recommendation to the Town Board; a copy is labeled Exhibit 07-D-09, and made a part of these minutes. Now, Therefore, Be It

RESOLVED, that this bid is hereby awarded to American Wear Uniforms, East Orange, NY, the only qualified bidder, at a price of \$1.94 per employee, per week, to be charged to Account No. D5140/50465.

Ayes: Councilpersons Manning, Maturo, Troy, Low-Hogan
Supervisor Kleiner
Noes: None

* * *

RESOLUTION NO. 418**AMEND RESOLUTION NO. 127/2007
2008/2009 NYSDOT SNOW AND ICE
AGREEMENT/REIMBURSEMENT**

Councilman Maturo offered the following resolution, which was seconded by Councilman Troy and unanimously was adopted:

RESOLVED, that Resolution No. 127/2007 is hereby amended to increase the reimbursement amount from \$175,284.28 to \$186,523.50 in the 2008/2009 NYSDOT Snow and Ice Agreement.

Ayes: Councilpersons Maturo, Troy, Manning, Low-Hogan
Supervisor Kleiner
Noes: None

RESOLUTION NO. 419**PERMISSION GRANTED/OBZPAE
ANNUAL NEW YORK STATE
BUILDING OFFICIALS CONFERENCE**

Councilman Maturo offered the following resolution, which was seconded by Councilwoman Manning and unanimously was adopted:

RESOLVED, that permission is hereby granted to John Giardiello, P.E., Director of OBZPAE, to attend the "Annual New York State Building Officials Conference (NYSBOC) Business Meeting" as the Rockland County Delegate, September 9-11, 2009, in Alex Bay, NY at no cost to the town except for the use of a Town vehicle.

Ayes: Councilpersons Maturo, Manning, Troy, Low-Hogan
Supervisor Kleiner
Noes: None

* * *

RESOLUTION NO. 420**PARKS/ESTABLISH SENIOR
GROUNDWORKER**

Councilman Troy offered the following resolution, which was seconded by Councilwoman Manning and unanimously was adopted:

RESOLVED, that the position of Senior Groundswoker, in the Department of Recreation and Parks, is hereby established. This is a reclassification of Groundswoker (#520481) in that department.

Ayes: Councilpersons Troy, Manning, Low-Hogan, Maturo
Supervisor Kleiner
Noes: None

* * *

RESOLUTION NO. 421**APPOINT/SENIOR GROUNDWORKER
MICHAEL DALY/PARKS**

Councilman Maturo offered the following resolution, which was seconded by Councilwoman Manning and unanimously was adopted:

RESOLVED, that Michael Daly (who is presently in the position) is hereby appointed to the position of Senior Groundswoker (#520481), permanent with a 6 month mandatory probationary period, grade 13-6, annual salary \$66,832, effective July 20, 2009.

Ayes: Councilpersons Maturo, Manning, Troy, Low-Hogan
Supervisor Kleiner
Noes: None

* * *

RESOLUTION NO. 422**APPOINT/ASSISTANT ACCOUNT-
KEEPING SUPERVISOR/FINANCE
JANICE GANLEY**

Councilman Maturo offered the following resolution, which was seconded by Councilman Troy and unanimously was adopted:

RESOLVED, that Janice Ganley is hereby appointed to the position of Assistant Account-Keeping Supervisor in the Finance Department, provisional, with a mandatory six month probationary period, Grade 13-1, annual salary of \$52,358, effective September 14, 2009.

Ayes: Councilpersons Maturo, Troy, Manning, Low-Hogan
Supervisor Kleiner
Noes: None

* * *

RESOLUTION NO. 423

**HEGARTY HOMES/HARMONY HILLS
SUBDIVISION/ELIZABETH ST/ESCROW
WITHDRAWAL (1,276.60)**

Councilman Maturo offered the following resolution, which was seconded by Councilwoman Manning and unanimously was adopted:

Whereas, pursuant to Town Board Resolution 2009-214, Hegarty Homes, Inc., the developer of the Harmony Hills Subdivision, Elizabeth Street, Pearl River, New York, was required to deposit the sum of \$9,200.00 with the Town as a condition of the release of a Performance Bond for this project and to ensure, among other items, that any improvements related to the subdivision and required by the Town to be completed with respect to the subdivision would be completed to the Town’s specifications and satisfaction and,

Whereas, a sewer pump at the Harmony Hills subdivision pumping station that had been installed by Hegarty Homes, Inc. was not functioning properly and was replaced by DEME at a cost of \$1,276.60, which sums have been approved and paid by the Town Finance Department from the DEME account,

Now therefore, be it Resolved, that upon the recommendation of the Department of Environmental Management and Engineering and the Town Attorney’s Office, the sum of **\$1,276.60 (One Thousand Two Hundred Seventy Six and 60/100 Dollars)** is hereby authorized to be withdrawn from the \$9,200.00 posted by Hegarty Homes, Inc. with the Town pursuant to Town Board Resolution 2009-214 and credited to the DEME account, and that balance of \$7,923.40 (Seven Thousand Nine Hundred Twenty Three and 40/100 Dollars) is to remain on account with the Town pending further resolution of this Board.”

Ayes: Councilpersons Maturo, Manning, Troy, Low-Hogan
Supervisor Kleiner
Noes: None

* * *

RESOLUTION NO. 424

**CERTIFICATE OF REGISTRATION FOR
2009 SEWER WORK/SHF CORPORATION**

Councilman Maturo offered the following resolution, which was seconded by Councilman Troy and unanimously was adopted:

RESOLVED that upon the recommendation of the Director of the DEME and the Town Attorney, S.H.F. Corporation, 23 Briarwood Drive, New City, NY is approved for a Certificate of Registration for 2009 to perform sewer work.

Ayes: Councilpersons Maturo, Troy, Manning, Low-Hogan
Supervisor Kleiner
Noes: None

* * *

RESOLUTION NO. 425

**STEJ/THE HOLLOWES AT BLUE HILL
AFFORDABLE UNITS/UNIT LOCATION
CHANGE**

Councilwoman Low-Hogan offered the following resolution, which was seconded by Councilman Troy and on a roll call was adopted:

Whereas the Town passed the Planned Adult Community zone in 2004 to encourage the development of housing for people 55 years of age and older and permitted developers constructing housing in accordance with this zone to apply for and be granted a bonus in density if they agreed to build a specific number of affordable housing units at a ratio specified in the Town Code;

Whereas STEJ, LLC, the Developer for the Hollows at Blue Hill, requested and was granted a zone change to PAC for property located on Veterans Memorial Highway,

Resolution No. 425 - Continued

Whereas STEJ, LLC requested in the zone change application an increase in density from 6 units to 7 units per acre and agreed to develop “six (6) affordable units under the PAC law, which units shall be dispersed throughout the development” as required by the Planning Board.

Whereas the Town Planning Board approved the site for the Hollows at Blue Hill and approved the locations proposed by STEJ, LLC for the six affordable units,

Whereas STEJ, LLC has requested that the affordable two-bedroom townhouse unit presently designated N-26 be relocated to Building Block “B Unit 70”,

Whereas STEJ, LLC has agreed to immediately offer a contract of sale for the three existing condominium affordable units located in “Condo Buildings A, B, and C” to the applicants of the Town’s Affordable Housing Program who were selected in the Town’s lottery held on January 7, 2009,

Now, therefore be it, Resolved, that, subject to Planning Board approval, application for which shall be made within the next 30 days, the Town Board consents to the relocation of the affordable two-bedroom townhouse unit as stated above (N-26 to B-70), said approval to be effective upon prior passing of title by deed of all three affordable condominium units located in Building Blocks A, B, and C from the developer (or its successor) to persons who qualify for ownership of such affordable units as certified by the Town or the Town’s agent in accordance with the Town’s Affordable Housing Program regulations (it being the express intention of the Town Board that approval of the relocation of the affordable townhouse unit shall become effective only upon the prior sale of the three affordable condominium units located in Building Blocks A, B, and C), and further provided that contracts of sale are delivered, in good faith, by the developer to prospective purchasers of any designated affordable unit within 14 days of any request for same by a prospective purchaser identified as qualified by the Town or the Town’s agent in accordance with the Town’s Affordable Housing Program regulations; and be it further

Resolved that this resolution shall be binding upon any successor to STEJ, LLC.

Ayes: Councilpersons Low-Hogan, Troy, Manning
Supervisor Kleiner
Noes: Councilman Maturo

* * *

RESOLUTION NO. 426

**APPROVE INTERMUNICIPAL
AGREEMENT/COUNTY OF ROCKLAND
ROCKLAND COUNTY INTELLIGENCE**

Councilman Troy offered the following resolution, which was seconded by Councilman Maturo and unanimously was adopted:

RESOLVED that upon the recommendation of the Town Attorney and the Chief of Police, an Inter-municipal Agreement between the Town and the County of Rockland providing for partial reimbursement by the County in the amount of Seventy-Three Thousand Nine Hundred Twenty Dollars (\$73,920.00) of the compensation costs of one Town Police Officer for services rendered to the Rockland County Intelligence Center for and during the period of January 1, 2009 through December 31, 2009 is hereby approved, and the Town Supervisor is authorized to execute such Agreement on behalf of the Town.

Ayes: Councilpersons Troy, Maturo, Manning, Low-Hogan
Supervisor Kleiner
Noes: None

* * *

RESOLUTION NO. 427

**AUTHORIZE CHANGE ORDER NO.1
DEME CONTRACT NO. PS-06-3G
STEARNS & WHELER/COPPOLA**

Councilman Troy offered the following resolution, which was seconded by Councilwoman Manning and unanimously was adopted:

Resolution No. 427 - Continued

RESOLVED that Change Order No. 1, in the amount of \$22,425.00, at the cost to Stearns & Wheler, for Contract No. PS-06-36 with Coppola Services, Inc. is hereby authorized. The change order is for modifications to prevent stormwater from entering the existing generator building at the wastewater treatment plant.

Ayes: Councilpersons Troy, Manning, Low-Hogan, Maturo
Supervisor Kleiner
Noes: None

* * *

RESOLUTION NO. 428**ADOPT/2010 BUDGET TIMETABLE
CALENDAR**

Councilman Maturo offered the following resolution, which was seconded by Councilman Troy and unanimously was adopted:

WHEREAS, Article 8 of the Town Law of the State of New York provides for a budget system for a Town; and

WHEREAS, the Town Board wishes to set up a budget schedule as provided in Article 8 of the Town Law by designating various dates to implement the 2010 budget; Now, Therefore, Be It

RESOLVED, that the following dates are hereby set as official dates of the Town of Orangetown for the submission and adoption of the budget as required by law:

AUGUST 21, 2009: Last date for other department heads to submit estimate of operating revenues and expenditures to Supervisor with the estimates submitted in such form and containing such information as the Supervisor shall prescribe;

BETWEEN SEPTEMBER 8 and SEPTEMBER 21, 2009: The Town Board shall endeavor to meet with department heads and amongst themselves to discuss the budget prior to the filing of the budget by the Supervisor;

SEPTEMBER 18, 2009: Last day for each ambulance and paramedic district, and South Orangetown libraries to submit an estimate of revenues and expenditures, as well as audited financial statements;

SEPTEMBER 29, 2009: Last day for the supervisor to file with the Town Clerk the tentative budget and budget message for 2010, and the estimates and schedules of the various administrative units;

SEPTEMBER 29, 2009: At a meeting of the Town Board at 8:00 P.M. at Town Hall, Orangeburg, New York, the Town Clerk shall distribute to the Town Board the 2010 Tentative Budget for the Town and publish it on the Town's web site.

OCTOBER 15, 2009: Last day for each fire district to submit to the Town Clerk the proposed 2010 budget and notice of public hearing on the 2010 budget for public review and inclusion on the Town's web site.

OCTOBER 20, 2009: Public hearing date for all fire district budgets.

OCTOBER 26, 2009: Last day for the Town Board to complete review of Tentative Budget and file the Preliminary Budget with the Town Clerk who will publish it on the Town's web site.

OCTOBER 26, 2009: Town Clerk is directed to publish said Preliminary Budget and post a notice of public hearing as required by law on said preliminary budget, in which notice includes the salaries of the Town Board and the Town Clerk;

NOVEMBER 5, 2009: At 8:00 P.M. a public hearing on the Preliminary Budget shall be held at Town Hall at Orangeburg, New York. At the conclusion of the hearing, the Town Board

Resolution No. 428 - Continued

may by resolution adopt a final budget, either accepting or amending the Preliminary Budget and said budget may become the legally adopted budget for the Town of Orangetown for the year commencing January 1, 2010.

NOVEMBER 20, 2009: Legal deadline for budget adoption and submittal of approved fire district budgets to the Town Finance Director who will publish the budgets on the Town's web site.

Ayes: Councilpersons Maturo, Troy, Manning, Low-Hogan
Supervisor Kleiner
Noes: None

* * *

RESOLUTION NO. 429**ACCEPT MINUTES**

Councilman Maturo offered the following resolution, which was seconded by Councilman Troy and unanimously was adopted:

RESOLVED that the June 8, 2009 Regular Town Board Meeting, Audit Meeting and Executive Session minutes; the June 15, 2009 Audit Meeting minutes; and the June 22, 2009 Regular Town Board Meeting, Audit Meeting and Executive Session minutes are hereby accepted.

Ayes: Councilpersons Maturo, Troy, Manning, Low-Hogan
Supervisor Kleiner
Noes: None

* * *

RESOLUTION NO. 430**REDDI ALARM & TIME SYSTEMS
CONTRACT/RECEIVED/FILED**

Councilman Maturo offered the following resolution, which was seconded by Councilman Troy and unanimously was adopted:

RESOLVED that the fully executed contract with Reddi Alarm & Time Systems, Inc., Orangeburg, NY, for the wastewater administration building, is received and filed in the Town Clerk's Office.

Ayes: Councilpersons Maturo, Troy, Manning, Low-Hogan
Supervisor Kleiner
Noes: None

* * *

RESOLUTION NO. 431**SIEMENS BUILDING TECHNOLOGIES
CONTRACT/RECEIVED/FILED**

Councilman Maturo offered the following resolution, which was seconded by Councilman Troy and unanimously was adopted:

RESOLVED that the fully executed contract with Siemens Building Technologies, Inc., for the energy performance project at the Town's facilities, is received and filed in the Town Clerk's Office.

Ayes: Councilpersons Maturo, Troy, Manning, Low-Hogan
Supervisor Kleiner
Noes: None

* * *

RESOLUTION NO. 432

**ROCKLAND COUNTY BOARD OF
COOPERATIVE EDUCATIONAL
SERVICES/GATEWAY ACADEMY
CONTRACT/SCHOOL RESOURCE
OFFICER PROGRAM/RECEIVED/FILED**

Councilman Maturo offered the following resolution, which was seconded by Councilman Troy and unanimously was adopted:

RESOLVED that the fully executed agreement between the Orangetown Police Department, the Town of Orangetown and the Rockland County Board of Cooperative Educational Services/Gateway Academy, for the school resource officer program, is received and filed in the Town Clerk's Office.

Ayes: Councilpersons Maturo, Troy, Manning, Low-Hogan
Supervisor Kleiner
Noes: None

* * *

RESOLUTION NO. 433

**I.S. REALTY, LLC (INERTIA SWITCH)
AUTHORIZE COVENANT/HOLD
HARMLESS/INDEMNIFICATION
AGREEMENT**

Councilman Troy offered the following resolution, which was seconded by Councilman Maturo and unanimously was TABLED:

RESOLVED that upon the recommendation of the Town Attorney, the Director of the Dept. of Envntl Management & Engineering, to authorize the Town Supervisor to sign a Covenant, Hold Harmless and Indemnification Agreement, in favor of the Town of Orangetown, with I.S. Realty, LLC (Inertia Switch), for property located at 70 South Greenbush Rd, Orangeburg, NY 10962 (74.07-1-14) has been TABLED.

Ayes: Councilpersons Troy, Maturo, Manning, Low-Hogan
Supervisor Kleiner
Noes: None

* * *

RESOLUTION NO. 434

**STIPULATION OF SETTLEMENT
STEJ, LLC/ROCKLAND COUNTY
INDEX NO. 134/09**

Councilwoman Manning offered the following resolution, which was seconded by Councilman Troy and unanimously was adopted:

RESOLVED that upon the recommendation of the Town Attorney, the lawsuit entitled STEJ, LLC v. TOWN OF ORANGETOWN, under Rockland County Index No. 134/09, shall be settled upon the terms and conditions set forth in a certain Stipulation of Settlement annexed hereto and made a part hereof.

Ayes: Councilpersons Manning, Troy, Low-Hogan, Maturo
Supervisor Kleiner
Noes: None

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND
-----X

STEJ, LLC,

Plaintiff

STIPULATION
OF SETTLEMENT
Index No. 134/09

-against-

THE TOWN OF ORANGETOWN,

Defendant.

-----X

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, that this action is settled as follows:

1. The Plaintiff shall pay the sum of Two-Hundred and Fifty Thousand Dollars (\$250,000.00) to the Defendant, in five (5) installment payments, each in the amount of Fifty Thousand Dollars (\$50,000.00). The payments shall be made via certified funds. The payments shall be delivered to the office of the Director of Finance for the Town of Orangetown at 26 Orangeburg Road, Orangeburg, New York 10962 by 5:00 p.m. on or before the following dates: July 24, 2009, August 17, 2009, September 15, 2009, October 15, 2009 and November 9, 2009.

2. The Letter of Credit bearing No. 83065-05 which was issued by Country Bank shall remain in place until the delivery of the final installment payment on November 9, 2009. In the event that the Plaintiff fails to timely make any of the five payments set forth herein, the Defendant shall be authorized, without further notice, to immediately draw down any outstanding and unpaid portion of the Two-Hundred and Fifty Thousand Dollars (\$250,000.00) from the Letter of Credit, together with a further Fifty Thousand Dollars (\$50,000.00), which shall be deemed the Defendant's liquidated damages for the Plaintiff's default and not in the nature of a penalty.

3. In consideration of the Defendant's agreement to forbear from immediately drawing down on the said Letter of Credit, accepting, in lieu thereof, the Plaintiff's commitment to make installment payments as set forth herein, the Plaintiff hereby waives its right to appeal from the Decision and Order of the Court dated July 2, 2009, and/or to seek an Order from either the Supreme Court or the Appellate Court, in the future, which enjoins and retrains the Defendant from drawing down of the Letter of Credit in the event of a default hereunder for any outstanding and unpaid portion of the Two-Hundred and Fifty Thousand Dollars (\$250,000.00) and the further liquidated amount set forth in ¶ 2 hereof.

4. Upon receipt of the final installment on November 16, 2009, the Defendant shall provide Country Bank with written consent to cancel the Letter of Credit.

5. Upon delivery and receipt of the final installment on November 16, 2009, the parties shall execute and file stipulation discontinuing this action with the County Clerk of the Rockland County.

Dated: New York, New York
July 17, 2009

STEJ, LLC

By: _____
Edmund Lane, Member

Estrin, Benn & Lane, LLC

By: _____
Patrick Benn, Esq.
Attorneys for Plaintiff
225 Broadway, Suite 1200
New York, New York 10007
(212) 962-0800

TOWN OF ORANGETOWN

By: _____
Thom Kleiner

John Edwards, Town Attorney
Attorney for Defendant
26 Orangeburg Road
Orangeburg, New York 10962
(845) 359-5100

* * *

RESOLUTION NO. 435

**WAIVE BUILDING PERMIT
APPLICATION FEE/OMM**

Councilwoman Low-Hogan offered the following resolution, which was seconded by Councilman Troy and unanimously was adopted:

Resolution No. 435 - Continued

RESOLVED that the request of Orangetown Mighty Midgets (OMM) Soccer for a waiver of the building permit application fee for the construction of the concession stand adjacent to the Town soccer fields estimated to cost \$700,000.

Ayes: Councilpersons Low-Hogan, Troy, Manning, Maturo
Supervisor Kleiner
Noes: None

* * *

RESOLUTION NO. 436**RESCHEDULE 9/28/09 RTBM**

Under new business, Councilman Troy offered the following resolution, which was seconded by Councilwoman Manning and unanimously was adopted:

RESOLVED that Monday, September 28th Regular Town Board Meeting is rescheduled to Tuesday, September 29th.

Ayes: Councilpersons Troy, Manning, Low-Hogan, Maturo
Supervisor Kleiner
Noes: None

* * *

RESOLUTION NO. 437**ENTER AUDIT**

Councilman Maturo offered the following resolution, which was seconded by Councilwoman Manning and was unanimously adopted:

RESOLVED, that the Town Board entered the Audit Meeting at 10:55 p.m.

Ayes: Councilpersons Maturo, Manning, Troy, Low-Hogan
Supervisor Kleiner
Noes: None

* * *

RESOLUTION NO. 438**PAY VOUCHERS**

Councilman Maturo offered the following resolution, which was seconded by Councilwoman Manning and was unanimously adopted:

RESOLVED, that the Finance Office is hereby authorized to pay vouchers for General Fund, Town Outside Village, Blue Hill, Broadacres, Highway, Sewer, Trust and Agency, Special District, Special Parking and Capital Projects Funds, in the amount of \$1,928,965.04.

Ayes: Councilpersons Maturo, Manning, Troy, Low-Hogan
Supervisor Kleiner
Noes: None

* * *

RESOLUTION NO. 439**ENTER EXECUTIVE SESSION**

Councilman Maturo offered the following resolution, which was seconded by Councilwoman Manning and was unanimously adopted:

RESOLVED, that the Town Board entered Executive Session at 11:00 p.m.

Ayes: Councilpersons Maturo, Manning, Troy, Low-Hogan
Supervisor Kleiner
Noes: None

Resolution Nos. 439A and 439B see Executive Session.

RESOLUTION NO. 440

ADJOURNMENT

Councilwoman Low-Hogan offered the following resolution, which was seconded by Councilwoman Manning and was unanimously adopted:

RESOLVED, that the Town Board adjourned, in memory of John J. (Jack) Cassidy, former Orangetown Supervisor and Roseann (Nancy) Baccaglioni, Pearl River, at 11:31 p.m.

Ayes: Councilpersons Low-Hogan, Manning, Troy, Maturo
Supervisor Kleiner
Noes: None

Teresa Accetta-Pugh, Deputy Town Clerk

**PB #09-45- The Hollows at Blue Hill Site Plan Amendment
Relocation of Senior Housing – Affordable Unit
Town of Orangetown Planning Board Decision
July 22, 2009
Page 1 of 3**

TO: Donald Brenner, 4 Independence Avenue, Tappan, New York 10983
FROM: Orangetown Planning Board
RE: **The Hollows at Blue Hill Plan Revision:** Application of STEJ, LLC, owner, (Donald Brenner, attorney for the applicant) for a Revision to the proposed location of the Assisted Living Units at the site known as "The Hollows at Blue Hill Plan", in accordance with Article 16 of the Town Law of the State of New York, the Land Development Regulations of the Town of Orangetown, Chapter 21A of the Code of the Town of Orangetown and to determine the environmental significance of the application pursuant to the requirements of the New York State Environmental Quality Review Act. The site is located on Veterans Memorial Drive, Pearl River, New York. Tax Map Numbers: Section 73.05, Block 1, Lot 53.2; in the PAC zoning district.

Heard by the Planning Board of the Town of Orangetown at a meeting held **Wednesday, July 22, 2009**, at which time the Board made the following determinations:

Donald Brenner appeared and testified for the applicant.
The Board received the following communications:

1. A Project Review Committee Report dated July 15, 2009.
2. An interdepartmental memorandum from the Office of Building, Zoning, Planning Administration and Enforcement, Town of Orangetown, signed by John Giardiello, P.E., Director, dated July 22, 2009.
3. An interdepartmental memorandum from the Department of Environmental Management and Engineering, (DEME) Town of Orangetown, signed by Bruce Peters, P.E., dated July 16, 2009.
4. A Layout Plan noting the Relocation of the Affordable Unit.

The hearing was then opened to the Public. There being no one to be heard from the Public, a motion was made to close the Public Hearing portion of the meeting by William Young, seconded by Kevin Garvey and carried as follows:
Bruce Bond, aye; Andy Stewart, absent; John Foody, aye; William Young, aye; Robert Dell, aye; Jeffrey Golda, aye and Kevin Garvey, aye.

1. Reaffirmation of SEQRA:

The proposed action is classified as an "unlisted action" as defined by Section 617.2 (ak) of the New York State Environmental Quality Review Regulations (SEQRR). No agency, other than the Orangetown Planning Board will have any significant involvement in the review process, pursuant to Section 617.6 of SEQRA. On motion by Bruce Bond, seconded by Kevin Garvey and carried as follows: Bruce Bond, aye, Andy Stewart, absent, William Young, aye, Robert Dell, aye, John Foody, aye, Jeffrey Golda, aye and Kevin Garvey, aye; the Board reaffirmed its Declaration as Lead Agency.

TOWN CLERK OFFICE

MAY 17 12:08

TOWN OF ORANGETOWN

**PB #09-45- The Hollows at Blue Hill Site Plan Amendment
Relocation of Senior Housing – Affordable Unit
Town of Orangetown Planning Board Decision
July 22, 2009
Page 2 of 3**

The Orangetown Planning Board, as lead agency, determined that the proposed action will not have a significant impact on the environment and a Draft Environmental Impact Statement (DEIS) will not be prepared. The reasons supporting this determination are as follows:

It will not have a significant impact upon the environment and a DEIS will not be prepared because the proposed action does not significantly affect air quality, surface or ground water quality, noise levels, drainage or existing traffic patterns.

In addition, it will have no impact upon the aesthetics, agricultural or cultural resources of the neighborhood and no vegetation, fauna or wildlife species will be affected as a result of the proposed action. The proposed action is consistent with the Town's Master Plan and will not have any adverse economic or social impacts upon the Town of Orangetown.

On motion by Bruce Bond, seconded by Kevin Garvey and carried as follows: Bruce Bond, aye, Andy Stewart, absent, Robert Dell, aye, John Foody, aye, William Young, aye, Jeffrey Golda, aye and Kevin Garvey, aye; the Board made a Negative Declaration.

2. Amendment to the Site Plan regarding the Relocation of an Affordable Housing Unit from the location known as "N-26" to the location as "B-70", per Town Board Resolution #425, dated July 20, 2009.

The motion was made by Kevin Garvey and seconded by Jeffrey Golda and carried as follows: Bruce Bond, aye, Andy Stewart, absent; John Foody, aye, William Young, aye, Robert Dell, aye, Jeffrey Golda, aye, and Kevin Garvey, aye.

The Clerk to the Board is hereby authorized, directed and empowered to sign this **DECISION** and file a certified copy in the Office of the Town Clerk and the Office of the Planning Board.

Dated: July 22, 2009


Town of Orangetown Planning Board

TOWN CLERK'S OFFICE

AUG 17 12:08

TOWN OF ORANGETOWN

**State Environmental Quality Review Regulations
NEGATIVE DECLARATION
Notice of Determination of Non-Significance
PB #09-45- The Hollows at Blue Hill Site Plan Amendment
Relocation of Senior Housing – Affordable Unit
Town of Orangetown Planning Board Decision
July 22, 2009
Page 3 of 3**

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Regulation) of the Environmental Conservation Law.

The PLANNING BOARD, TOWN OF ORANGETOWN, as Lead Agency, has determined that the proposed action described below will not have a significant impact on the environment and a Draft Environmental Impact Statement will not be prepared.

**NAME OF ACTIONS: The Hollows at Blue Hill Site Plan Amendment
Relocation of Senior Housing – Affordable Unit**

SEQR STATUS: Type I _____ Unlisted XXXXXX

CONDITIONED NEGATIVE DECLARATION: Yes _____ No XXXXXX

**DESCRIPTION OF ACTION: Amendment
Relocation of Senior Housing – Affordable Unit:
Reaffirmation of SEQRA**

LOCATION: The site is located on Veterans Memorial Drive, Pearl River, New York. Tax Map Numbers: Section 73.05, Block 1, Lot 53.2; in the PAC zoning district.

REASONS SUPPORTING THIS DETERMINATION:

The Orangetown Planning Board, as Lead Agency, determined that the proposed action will not have a significant impact on the environment and a Draft Environmental Impact Statement (DEIS) will not be prepared. The reasons supporting this determination are as follows:

The project will not have a significant impact upon the environment and a DEIS need not be prepared because the proposed action does not significantly affect air quality, surface or ground water quality, noise levels or existing external traffic patterns. In addition, it will have no impact upon the aesthetic, agricultural or cultural resources of the neighborhood. No vegetation, fauna or wildlife species will be affected as a result of this proposed action. The proposed action is consistent with the Town of Orangetown's Master Plan and will not have any adverse economic or social impacts upon the Town or its businesses or residences.

If Conditioned Negative Declaration, the specific mitigation is provided on an attachment.

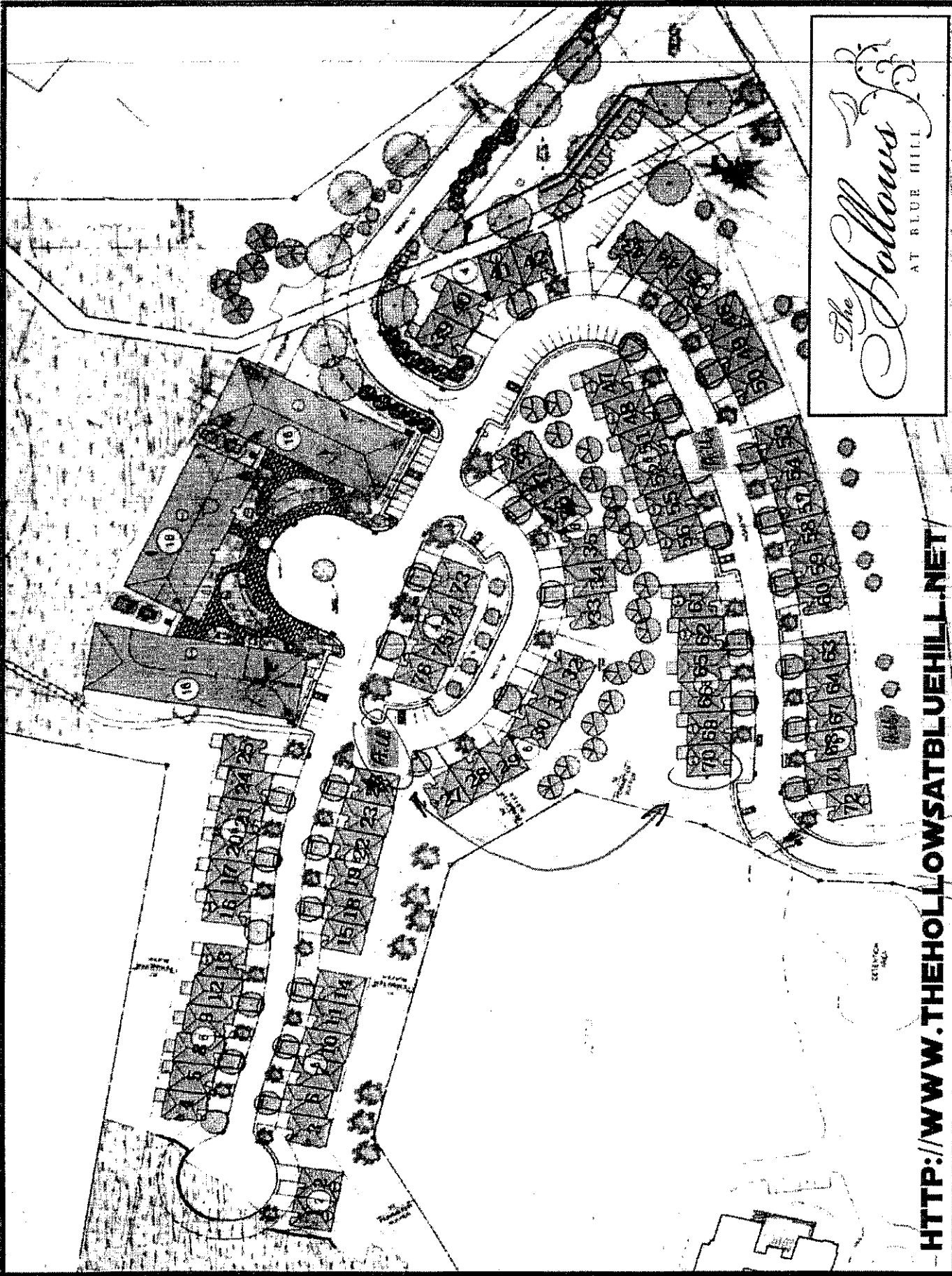
For Further Information contact:

John Giardiello, P.E., Director, Office of Building, Zoning and Planning
Administration and Enforcement; Town of Orangetown; 20 Greenbush Road
Orangeburg, NY 10962; Telephone Number: 845-359-5100

For Type I Actions and Conditioned Negative Declarations, a copy of this notice is sent: - Commissioner, New York State Department of Environmental Conservation, Region 3 Headquarters, NYSDEC, Town Supervisor, Applicant, Involved Agencies

9
AUG 17 11 09 AM '09

TOWN OF ORANGETOWN



The Hollows
AT BLUE HILL

[HTTP://WWW.THEHOLLOWSATBLUEHILL.NET](http://www.thehollowsatbluehill.net)

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



**HIGHWAY DEPARTMENT
TOWN OF ORANGETOWN**

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

March 18, 2019

TO: Amanda Hyland, Confidential Assistant to Town Supervisor
FROM: Helen Wilson, Principal Clerk Stenographer
RE: Highway Surplus Equipment

Please place the following on the Town Board Workshop for March 26, 2019:

RESOLVED, that the following Highway Department equipment to be declared surplus:
2007 Toro Dingo TX-525, VIN # 270000661 & 2005 Bombardier SW 48 HY (with
attachments), VIN # U130073L.



and Third Avenue

BID OPENING TIME 11:00AM DATE March 14, 2019

CONTRACTOR NAME & ADDRESS

*RAY S. RENTEL INC
MIDDLETOWN NY*

*Verde Electric
Maintenance Corp
MT Vernon, NY*

DATE RECEIVED	3/14/19	3/14/19				X
TIME RECEIVED	10:23AM	9:46AM				
NON COLLUSION STATEMENT	✓	✓				
BID BOND or CERTIFIED CHECK	✓	✓				

ITEM #206.03/Conduit Excavation and Backfill/ Unit LF/Quantity 45						
COST	\$2,520.00	\$4,140.00	\$	\$	\$	X
ITEM #638.0103/Clean and Preparation of Pavement/Unit EA/Quantity 139						
COST	\$4,670.00	\$1,112.00	\$	\$	\$	X
ITEM #645.61/Overhead Sign Panels/ Unit SF/Quantity 2						
COST	\$2,240.00	\$250.00	\$	\$	\$	X
ITEM #647.41/Remove and Store Sign Panel, Sign Panel Assembly Size 1 (Under 30 Square Feet)/Unit EA/Quantity 3						
COST	\$3,360.00	\$750.00	\$	\$	\$	X
ITEM #680.5001/Pole Excavation and Concrete Foundation/Unit CY/Quantity 5						
COST	\$14,000.00	\$11,000.00	\$	\$	\$	X
ITEM #680.510501/Rectangular Pullbox, Reinforced Concrete 26" x 18"/Unit EA/Quantity 2						
COST	\$3,360.00	\$2,900.00	\$	\$	\$	X
ITEM #680.520106/Conduit, Steel, Zinc Coated 2" Diameter/Unit LF/Quantity 58						
COST	\$1,299.00	\$1,044.00	\$	\$	\$	X
ITEM #680.520108/Conduit, Steel, Zinc Coated 3" Diameter/Unit LF/Quantity 11						
COST	\$739.00	\$352.00	\$	\$	\$	X
ITEM #680.622450/Traffic Signal Pole 50-Foot mast Arm/Unit EA/Quantity 1						
COST	\$22,400.00	\$10,820.00	\$	\$	\$	X
ITEM #680.6810/Traffic Signal Pole-Bracket Mounted 10 Foot Height (PED)/Unit EA/Quantity 1						
COST	\$2,016.00	\$1,100.00	\$	\$	\$	X
ITEM #680.730514/Signal Cable, 5 Conductor, 14AWG/Unit LF/Quantity 188						
COST	\$2,106.00	\$940.00	\$	\$	\$	X
ITEM #680.731014/Signal Cable, 10 Conductor, 14 AWG/Unit LF/Quantity 141						
COST	\$3,525.00	\$972.90	\$	\$	\$	X
ITEM #680.802100R0/Furnish and Install 2070 E Controller & 330 Stretch Cabinet/ Unit EA/Quantity 1						
COST	\$17,800.00	\$16,600.00	\$	\$	\$	X
ITEM #680.810101/Traffic Signal Module - 12", Red Ball LED/Unit EA/Quantity 6						
COST	\$1,311.00	\$840.00	\$	\$	\$	X
ITEM #680.810103/Traffic Signal Module - 12", Yellow Ball LED/Unit EA/Quantity 6						
COST	\$1,311.00	\$840.00	\$	\$	\$	X

BID OPENING TIME 11:00AM **DATE** March 14, 2019

CONTRACTOR NAME & ADDRESS
Ray Pontel
Verde Electric

DATE RECEIVED						X
TIME RECEIVED						
NON COLLUSION STATEMENT						
BID BOND or CERTIFIED CHECK						

ITEM #680.810105/Traffic Signal Module - 12", Green Ball LED/Unit EA/Quantity 6

COST	\$ 1,311.00	\$ 840.00	\$	\$	\$	X
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ITEM #680.810108/Traffic Signal Module - 12", Bi-Modal Yellow/Green Arrows, LED Unit EA/Quantity 1

COST	\$ 280.00	\$ 140.00	\$	\$	\$	X
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ITEM #680.810107/Traffic Signal Section-- Type 1, 12"/Unit EA/Quantity 19

COST	\$ 2544.00	\$ 4,655.00	\$	\$	\$	X
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ITEM #680.8111/Traffic Signal Fixed Assembly - 1 Way/Unit EA/Quantity 2

COST	\$ 896.00	\$ 1,000.00	\$	\$	\$	X
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ITEM #680.8112/Traffic Signal Fixed Assembly - 2 Way/Unit EA/Quantity 2

COST	\$ 672.00	\$ 1,500.00	\$	\$	\$	X
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ITEM #680.813108/Pedestrian Signal Section-Type 1 16" x 18" LED Module/ Unit EA/Quantity 2

COST	\$ 672.00	\$ 780.00	\$	\$	\$	X
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ITEM #680.813107/Pedestrian Signal Module Tri-Modal Hand/Man/Countdown LED - 16" x 18"/Unit EA/Quantity 2

COST	\$ 672.00	\$ 750.00	\$	\$	\$	X
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ITEM #680.8141/Pedestrian Signal Bracket Mount Assembly/Unit EA/Quantity 2

COST	\$ 515.00	\$ 780.00	\$	\$	\$	X
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ITEM #680.8205/Overhead Sign Assembly - Type E/Unit EA/Quantity 2

COST	\$ 2,240.00	\$ 1,450.00	\$	\$	\$	X
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ITEM #680.82250007/ADA Compliant Pedestrian Push Button and Sign, withOut Post /Unit EA/Quantity 2

COST	\$ 672.00	\$ 840.00	\$	\$	\$	X
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ITEM #680.82250501/Remove Traffic Signal Span Wire Assembly with Traffic Signal Heads and/or Overhead Lane Signs/Unit EA/Quantity 1

COST	\$ 3,920.00	\$ 1,500.00	\$	\$	\$	X
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ITEM #680.82250601/Remove Pole Mounted Signal Control Cabinel/Unit EA/Quantity 1

COST	\$ 2800.00	\$ 500.00	\$	\$	\$	X
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ITEM #680.82505009/Preempt System Optical Detector - Dual Channel, Two Directional (MAST ARM)/Unit EA/Quantity 1

COST	\$ 2,016.00	\$ 2,200.00	\$	\$	\$	X
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BID ITEM	New Traffic Signal Convent Road and Third Avenue				SHEET	3 OF 3
BID OPENING TIME	11:00AM		DATE	March 14, 2019		
CONTRACTOR NAME & ADDRESS	<i>RAY PANTel</i>		<i>Verde Electric</i>			
DATE RECEIVED						X
TIME RECEIVED						
NON COLLUSION STATEMENT						
BID BOND or CERTIFIED CHECK						
ITEM #680.99020010/Remove Steel Anchor Base Traffic Signal Pole/Unit EA/Quantity 2						
COST	\$ 3,360.00	\$ 3,000.00	\$	\$	\$	X
ITEM #680.94000008/Traffic Signal Service Entrance/Unit EA/Quantity 1						
COST	\$ 2,016.00	\$ 1,200.00	\$	\$	\$	X
ITEM #680.94990008/Video Vehicle Presence Detector System (GRID SMART) Unit EA/Quantity 1						
COST	\$ 19,000.00	\$ 21,400.00	\$	\$	\$	X
ITEM #680.95010815/Service Cable, 1 Conductor, 8 AWG/Unit LF/Quantity 11						
COST	\$ 185.00	\$ 55.00	\$	\$	\$	X
ITEM #685.072001/White Epoxy with Wet Night Visibilty Beads Pavement Stripe - 20 MLS Unit LF/Quantity 68						
COST	\$ 2,285.00	\$ 1,020.00	\$	\$	\$	X
ITEM #680.81330010/Audio Pedestrian Signals to Town Standards/Unit EA/Quantity 2						
COST	\$ 2,688.00	\$ 2,100.00	\$	\$	\$	X
Video Detection Cable as per Specifications/Unit LF/Quantity 87						
COST	\$ 975.00	\$ 348.00	\$	\$	\$	X
Preempt System Cable as per Specifications/Unit LF/Quantity 70						
COST	\$ 784.00	\$ 280.00	\$	\$	\$	X
SUB TOTAL	\$ 132,170.00	\$ 99,998.90	\$	\$	\$	
ITEM #683.03090010/CCTV IP Network Dome Camera/Unit EA/Quantity 1						
COST	\$9,000.00	\$ 8,720.00	\$	\$	\$	X
SUB TOTAL	\$141,170.00	\$108,718.90	\$	\$	\$	
ITEM #699.040001/Mobilization (Equal to or Less than 4% of Subtotal)/Unit LS/Quantity 4%						
	7,058.00					X
GRAND TOTAL	\$7,058.	\$ 4,031.10	\$	\$	\$	
	148,228.00		112,750.00			X
						X
						X

JAMES J. DEAN
Superintendent of Highways
Roadmaster II

Orangetown Representative:

R.C. Soil and Water Conservation Dist.-Chairman

R.C. Water Quality Commission

Member:

American Public Works Association NY Metro Chapter

NYS Association of Town Superintendents of Highways

Hwy. Superintendents' Association of Rockland County



HIGHWAY DEPARTMENT
TOWN OF ORANGETOWN
119 Route 303 · Orangeburg, NY 10962
(845) 359-6500 · Fax (845) 359-6062
E-Mail – www.highwaydept@orangetown.com

MEMORANDUM

Date: 3/21/19

To: Town Board

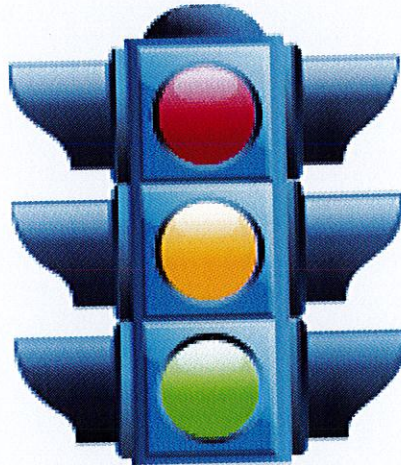
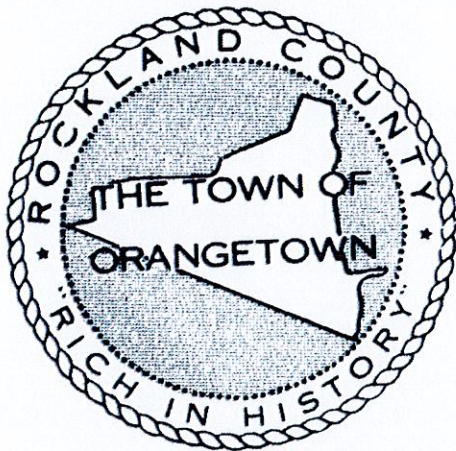
From: James J. Dean, Superintendent of Highways

Re: Bid Award – Traffic Signal Construction, Convent Road and Third Avenue

Please be advised that it is my recommendation that the bid for Traffic Signal Construction at Convent Road and Third Avenue be awarded to Verde Electric Maintenance Corp, Mount Vernon, New York, the lowest qualified bidder, in the amount of \$112,750.00

Work completed under this contract will be charged to appropriate Traffic Signal Account.

This bid was advertised in the Town's official newspapers as well as being advertised through the Empire State Purchasing Group.



TOWN OF ORANGETOWN
ROCKLAND COUNTY NEW YORK

CONTRACT DOCUMENTS FOR

NEW TRAFFIC SIGNAL
CONVENT ROAD AND THIRD AVENUE

BLAUVELT, NEW YORK

FEBRUARY 2019

ORANGETOWN HIGHWAY DEPARTMENT
JIM DEAN, SUPERINTENDENT OF HIGHWAYS

NOTICE TO BIDDERS

SEALED BIDS WILL BE RECEIVED by the Town Board of the Town of Orangetown at the Town Clerk's Office, No. 26 Orangeburg Road, Orangeburg, New York until 10:30 a.m. on March 14, 2019 and will be publicly opened and read aloud at 11:00 A.M. for NEW TRAFFIC SIGNAL, TOWN OF ORANGETOWN, CONVENT ROAD AND THIRD AVENUE, BLAUVELT, NEW YORK. The location of the New Traffic Signal is at the intersection of Convent Road and Third Avenue in the Town of Orangetown, in accordance with the Contract Documents on file with and which may be obtained at the Town Clerk's Office.

The Town Clerk and the Superintendent of Highways will submit a report to the Town Board of all bids received and their recommendations concerning the awarding of a contract at a meeting of the Town Board.

The Town Board of the Town of Orangetown reserves the right to waive any informalities in the bidding and to reject any and all bids.

The Town Board requires each bid to be accompanied by a certified check for a sum equal to five percent (5%) of the amount of the bid, or a bond with sufficient sureties to be approved by the Town Attorney, in a sum equal to five percent (5%) of the amount bid, conditioned that if his/her proposal is accepted, he/she will execute such further security as may be required for the faithful performance of the Contract as set forth in these contract documents.

The successful bidder will be required to post a Performance Bond in the amount of one hundred percent (100%) of the contract price.

No bid will be accepted without a Non-Collusion Statement as required pursuant to Section 103d of the General Municipal Law.

Contractor warrants and represents that all employees and independent contractors affiliated with or employed by such contractors or any subcontractors shall be compensated at the prevailing wage, including, where applicable wage rates mandated by the New York State Department of Labor for the work performed in connection with any project.

It is understood that there must be a written contract executed by the Supervisor of the Town of Orangetown, pursuant to Town Board Resolution. This is subject to appropriations approved by the Town Board.

By order of the Town Board of the Town of Orangetown.

DATED: February 27, 2019

ROSANNA SFRAGA, TOWN CLERK

JAMES J. DEAN, SUPERINTENDENT OF HIGHWAYS

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INFORMATION FOR BIDDERS

I. 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 "Highway Department"

Superintendent

The term "Superintendent" means the Superintendent of Highways, his designee or his duly authorized representative.

Bidder

Any individual, firm or corporation submitting a proposal for the work C 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 a 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 document, together with all documents of any description "including current NYSDOT Standard Specifications" 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 Superintendent and conforming to the requirements of the specifications. All processes and materials shall at all times be open to inspection and testing by the Superintendent 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 March 14, 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 New Traffic Signal, Town of Orangetown, Convent Road and Third Avenue, Blauvelt, New York."

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. 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. March 14, 2019.

4. 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.

5. 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.

6. 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.

7. Subcontractor

A. Bidders are advised that the lowest responsible bidder will be required, upon request of the Owner, and within three (3) days of such request to submit a list of subcontractors proposed for the performance of the work. Alternate subcontractors may be included in the list, provided that the use of such alternate subcontractors approved by the Owner shall not result in any change in the contract prices stated in the Proposal.

B. If requested by the Superintendent, he shall also furnish a statement as to the subcontractor's experience, financial ability or other qualifications for properly performing the work proposed to be subcontracted. The Owner reserves the right to limit the total amounts of subcontracts to thirty-five (35) percent of the total contract price.

8. Debarments, Suspensions And Voluntary Exclusions

The award of contracts or subcontracts is specifically forbidden to any firm or individual listed on the USEPA Master List of debarments, suspensions and voluntary exclusions. The Contractor, if intending to award subcontracts should contact the Owner who will in turn ascertain from the NYSDEC whether any individual or firm under consideration is currently listed.

9. Award Of Contract

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

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, Highway Department, Route 303, 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 his delivery of the executed contract, the Contractor shall furnish a surety bond in an amount at least equal to one hundred percent (100%) of the contract price, as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, in such form as acceptable to the Town Attorney. The surety bond shall include a provision for maintenance as set forth in the agreement.

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 34 entitled "Time of Commencement and Completion", Page GCC - 13, bound with and forming part of the Contract Documents.

BID

**FOR: NEW TRAFFIC SIGNAL
TOWN OF ORANGETOWN
CONVENT ROAD, BLAUVELT, NEW YORK**

TO: TOWN BOARD, TOWN OF ORANGETOWN, NEW YORK

FROM: VERDE ELECTRIC MAINTENANCE CORP.
89 EDISON AVE.
MT. VERNON, NY. 10550

Pursuant to and in accordance with advertisement for bids dated February 27, 2019 and the Contract Documents relating thereto, the undersigned hereby offers to furnish all things necessary or proper for, and incidental to, the construction of the work for which he is submitting a proposal as described above, complete, in place, tested and ready for use, together with all appurtenances and appurtenant work, for the price set forth in the following schedule required by, and in strict accordance with the Specifications, and other Contract Documents thereof, including all addenda issued by the Owner and mailed to the undersigned prior to the opening of bids, whether received by the undersigned or not.

The bidder further declares that he will provide all necessary machinery, tools, materials, labor and other necessary means of construction to do all work called for by the Specifications in full compliance with the decisions and requirements of the Superintendent of Highways of the Town of Orangetown.

The bidder agrees to said work according to these Specifications for the following prices:

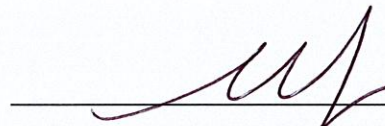
**Convent Road and Third Avenue New Traffic Signal with Video Vehicle Detection
System As Shown On Attached Plans
(Material and Labor Cost Breakdown)**

ITEM NO.	DESCRIPTION	Comply Yes/No	UNIT	QUANTITY	Cost
206.03	CONDUIT EXCAVATION AND BACKFILL	Yes	L.F	45	4,140. ⁰⁰
638.0103	CLEAN AND PREPARATION OF PAVEMENT SURFACE LINES	Yes	EA.	139	1,112. ⁰⁰
645.61	OVERHEAD SIGN PANELS	Yes	S.F.	2	250. ⁰⁰
647.41	REMOVE AND STORE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE 1 (UNDER 30 SQUARE FEET)	Yes	EA.	3	750. ⁰⁰
680.5001	POLE EXCAVATION AND CONCRETE FOUNDATION	Yes	C.Y	5	11,000. ⁰⁰
680.510501	RECTANGULAR PULLBOX, REINFORCED CONCRETE 26" X 18"	Yes	EA	2	2,900. ⁰⁰
680.520106	CONDUIT, STEEL, ZINC COATED, 2" DIAMETER	Yes	L.F	58	1,044. ⁰⁰
680.520108	CONDUIT, STEEL, ZINC COATED, 3" DIAMETER	Yes	L.F	11	352. ⁰⁰
680.622450	TRAFFIC SIGNAL POLE 50-FOOT MAST ARM	Yes	EA	1	10,820. ⁰⁰
680.6810	TRAFFIC SIGNAL POLE - BRACKET MOUNTED 10 FOOT HEIGHT (PED)	Yes	EA	1	1,100. ⁰⁰
680.730514	SIGNAL CABLE, 5 CONDUCTOR, 14 AWG	Yes	L.F	188	940. ⁰⁰
680.731014	SIGNAL CABLE, 10 CONDUCTOR, 14 AWG	Yes	L.F	141	972. ⁹⁰
680.802100RO	FURNISH AND INSTALL 2070 E CONTOLLER & 330 STRETCH CABINET	Yes	EA	1	16,600. ⁰⁰
680.810101	TRAFFIC SIGNAL MODULE - 12", RED BALL, LED	Yes	EA	6	840. ⁰⁰
680.810103	TRAFFIC SIGNAL MODULE - 12", YELLOW BALL, LED	Yes	EA	6	840. ⁰⁰
680.810105	TRAFFIC SIGNAL MODULE - 12", GREEN BALL, LED	Yes	EA	6	840. ⁰⁰
680.810108	TRAFFIC SIGNAL MODULE - 12", BI-MODAL YELLOW/GREEN ARROWS, LED	Yes	EA	1	140. ⁰⁰
680.810107	TRAFFIC SIGNAL SECTION - TYPE 1, 12"	Yes	EA	19	4,655. ⁰⁰
680.8111	TRAFFIC SIGNAL FIXED ASSEMBLY - 1 WAY	Yes	EA	2	1,000. ⁰⁰
680.8112	TRAFFIC SIGNAL FIXED ASSEMBLY - 2 WAY	Yes	EA	2	1,500. ⁰⁰
680.813108	PEDESTRIAN SIGNAL SECTION - TYPE 1 16" x 18" LED MODULE	Yes	EA	2	780. ⁰⁰
680.813107	PEDESTRIAN SIGNAL MODULE TRI-MODAL HAND/MAN/COUNTDOWN LED -16" X 18"	Yes	EA	2	750. ⁰⁰
680.8141	PEDESTRIAN SIGNAL BRACKET MOUNT ASSEMBLY	Yes	EA	2	780. ⁰⁰
680.8205	OVERHEAD SIGN ASSEMBLY - TYPE E	Yes	EA.	2	1,450. ⁰⁰
680.822500007	ADA COMPLIANT PEDESTRIAN PUSH BUTTON AND SIGN, WITH OUT POST	Yes	EA	2	840. ⁰⁰

ITEM NO.	DESCRIPTION	Comply Yes/No	UNIT	QUANTITY	Cost
680.82250501	REMOVE TRAFFIC SIGNAL SPAN WIRE ASSEMBLY WITH TRAFFIC SIGNAL HEADS AND/OR OVERHEAD LANE SIGNS	YES	EA	1	1,500. ⁰⁰
680.82250601	REMOVE POLE MOUNTED SIGNAL CONTROL CABINET	YES	EA	1	500. ⁰⁰
680.82505009	PREEMPT SYSTEM OPTICAL DETECTOR- DUAL CHANNEL, TWO DIRECTIONAL (MAST ARM)	YES	EA.	1	2,200. ⁰⁰
680.99020010	REMOVE STEEL ANCHOR BASE TRAFFIC SIGNAL POLE	YES	EA	2	3,000. ⁰⁰
680.94000008	TRAFFIC SIGNAL SERVICE ENTRANCE	YES	EA	1	1,200. ⁰⁰
680.94990008	VIDEO VEHICLE PRESENCE DETECTOR SYSTEM (GRID SMART)	YES	EA.	1	21,400. ⁰⁰
680.95010815	SERVICE CABLE, 1 CONDUCTOR, 8 AWG	YES	L.F	11	55. ⁰⁰
685.072001	WHITE EPOXY WITH WET NIGHT VISIBILITY BEADS PAVEMENT STRIPES- 20 MILS	YES	LF.	68	1,020. ⁰⁰
680.81330010	AUDIO PEDESTRIAN SIGNALS TO TOWN STANDARDS	YES	EA.	2	2,100. ⁰⁰
	VIDEODETECTION CABLE AS PER SPECIFICATIONS	YES	LF.	87	348. ⁰⁰
	PREEMPT SYSTEM CABLE AS PER SPECIFICATIONS	YES	LF.	70	280. ⁰⁰
				SUB TOTAL	99,998. ⁹⁰
683.03090010	CCTV IP NETWORK DOME CAMERA	YES	EA.	1	8,720. ⁰⁰
				SUB TOTAL	108,718. ⁹⁰
699.040001	MOBILIZATION (EQUAL TO OR LESS THAN 4% OF SUBTOTAL)	YES	LS	4%	4,031. ¹⁰
				GRAND TOTAL	112,750. ⁰⁰

Total New Traffic Signal Cost \$ 112,750.⁰⁰

BY:

 GIULIO C. MONACO, JR.

TITLE:

PRESIDENT

COMPANY OR CORPORATION:

CORPORATION
Verde Electric Maintenance Corp.
89 Edison Ave.
MT. Vernon, NY 10550

TELEPHONE NUMBER:

914.664.7000

The "summation" is based on the approximate estimates of quantities given above and the prices bid for the various items. This statement is made with the understanding that the "summation" is not a part of the bid and is solely a matter of information for convenience in comparing bids at the time of opening.

It is understood that the Town of Orangetown will pay for only that part of the work that is constructed. The Town may increase or decrease the estimated quantities. The Contractor's unit prices shall be firm regardless of quantity. Further, the Town reserves the right to delete a payment item in its entirety.

NON-COLLUSION STATEMENT

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 his 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: 3-12-19

BY: M Giulio MONACO JR.

FOR: VERDE ELECTRIC
MAINTENANCE CORP.

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 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

_____ ,

a domestic corporation having its principal place of business at _____

_____ (Include daytime telephone number.),

party of the second part, hereinafter called the "Contractor".

WITNESSETH:

In consideration of the covenants and agreement herein contained, the Contractor agrees that he 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 Bid 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 Bid and in full accordance with the decisions and requirements of the Town or its Superintendent for the Installation of a Traffic Signal, Town of Orangetown, Convent Road and Third Avenue, Blauvelt, 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 price as billed to the Town on the official voucher of said Town:

**Convent Road and Third Avenue New Traffic Signal With Video Vehicle Detectors As Shown
On Attached Plans
(Material and Labor Cost Breakdown)**

ITEM NO.	DESCRIPTION	Comply Yes/No	UNIT	QUANTITY	Cost
206.03	CONDUIT EXCAVATION AND BACKFILL	Yes	L.F.	45	4,140. ⁰⁰
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647.41	REMOVE AND STORE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE 1 (UNDER 30 SQUARE FEET)	Yes	EA.	3	750. ⁰⁰
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680.8141	PEDESTRIAN SIGNAL BRACKET MOUNT ASSEMBLY	Yes	EA	2	780. ⁰⁰
680.8205	OVERHEAD SIGN ASSEMBLY - TYPE E	Yes	EA.	2	1450. ⁰⁰
680.822500007	ADA COMPLIANT PEDESTRIAN PUSH BUTTON AND SIGN, WITH OUT POST	Yes	EA	2	840. ⁰⁰

ITEM NO.	DESCRIPTION	Comply Yes/No	UNIT	QUANTITY	Cost
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683.03090010	CCTV IP NETWORK DOME CAMERA	Yes	EA.	1	8,720. ⁰⁰
				SUB TOTAL	108,718. ⁹⁰
699.040001	MOBILIZATION (EQUAL TO OR LESS THAN 4% OF SUBTOTAL)	Yes	LS	4%	4,031. ¹⁰
				GRAND TOTAL	112,750. ⁰⁰

Total New Traffic Signal Cost \$ 112,750.⁰⁰

6. 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, and will provide a bond or bonds of a corporation authorized to guarantee the performance of this Agreement and to do business in the Town of Orangetown, County of Rockland, State of New York, as surety covering the work of maintenance herein contemplated.

7. (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. The Contractor agrees that at the time of the execution of the Contract, he will furnish to the Town a current wage rate schedule approved by the State of New York Department of Labor. A copy of said schedule shall be annexed to the Contract as Attachment B.

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 benefits, 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 222-a 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 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 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 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 his employees engaged on such work or any part thereof the full and proper wage in cash without any deduction or kick-back 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 his 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 has read such statement subscribed by him and knows the contents thereof, and that the same is true of his 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 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, 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 his 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. He 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 him.

17. The Contractor and his 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 his 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 Superintendent, 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.

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

Town Clerk
(SEAL)

BY: _____
Supervisor

TOWN OF ORANGETOWN, NEW YORK
DEPARTMENT OF HIGHWAYS

_____ BY: _____
Superintendent

ATTEST:

CONTRACTOR AND / OR CONTRACTING CORPORATION

_____ BY: _____

(SEAL)

TITLE: _____

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



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

March 7, 2019

TO: Amanda Hyland, Confidential Assistant to Town Supervisor
FROM: Helen Wilson, Principal Clerk Stenographer *hw*
RE: 2019 Highway School

Please place on the Town Board Workshop of March 12, 2019:

Proposed Text: **RESOLVED**, upon the recommendation of the Superintendent of Highways, that the Town Board hereby authorizes the personnel listed on the attached form to attend the 2019 Association of Town's Annual Highway School in Ithaca, NY, from June 3 – 5, 2019, at a cost of \$ 1,619.00

/hw

cc: Janice Ganley, Finance Dept.



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: Highway Department DATE: 3-5-19

NAME(S) OF PERSON(S) TO ATTEND: James J. Dean, Stephen F. Munno,
Karel Bohn + Brian DeBonis

CONFERENCE, ETC. - NAME & LOCATION: 2019 Association of Towns,
Highway School, Ithaca, NY

CONFERENCE, ETC. DATE(S): June 3 - 5, 2019

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

DATE(S) LAST ATTENDED A SIMILAR CONFERENCE, ETC.: June 2018

ESTIMATED EXPENSES:

Item	Schls & Confs	Travel Exp*	Total
Registration Fee	\$ <u>330.00</u>	\$ _____	\$ _____
Lodging	<u>1,014.00</u>	_____	_____
Meals	<u>200.00</u>	_____	_____
Travel	<u>75.00</u>	_____	_____
Other	_____	_____	_____
Total	\$ <u>1,619.00</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): _____

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: _____ Date: _____
Retain photocopy for file.



Cornell Local Roads Program

[Training & Events](#)
[Tech Assistance](#)
[Library](#)
[Research/Projects](#)
[About CLRP](#)

Join us for the 74th Annual Highway School June 3-5, 2019 at Ithaca College.

Highway School

The Highway School features short sessions of general interest in the mornings and 24-28 afternoon workshops lasting 75 minutes each. A partnership with statewide vendors supports the Pothole Picnic on the first day. Over 700 participants, the majority being local highway and public works officials, attend the Highway School every year.

The Association of Towns of the State of New York co-sponsors the Highway School, and handles all of the registrations.

2019 Highway School Topics

Dealing with Water & Drainage
Winter Maintenance & Snow Plowing

Emergency Response: Extreme Events, Accidents
Local Roads Safety Plans
Pavement Preservation
Worker Safety
Discussion Panel
Utilities in ROW
CHIPS and other Funding Sources
Legal Panel



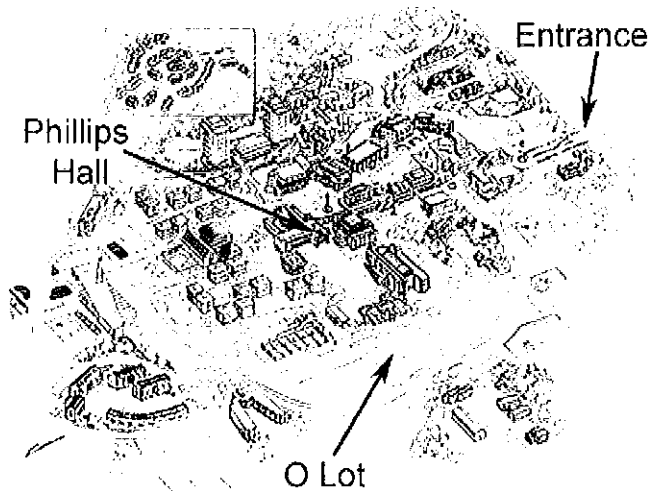
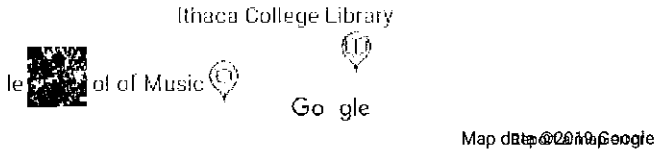
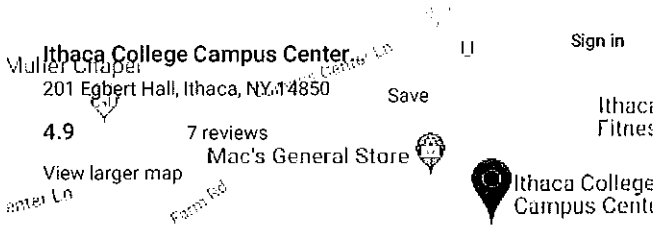
Training and Events

[Workshops](#)
[Highway School](#)
[Bridge Conference](#)
[Pavement Internship](#)
[Flagging Tutorial](#)
[Build A Better Mousetrap](#)
[Calendar](#)

< February 2019 >

Mon	Tue	Wed	Thu	Fri	Sat	Sun
28	29	30	31	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	1	2	3

Location



Lodging

2019 Lodging List Available Here

Roads Scholar

Past Roads Scholar award recipients

The Roads Scholar Award recognizes outstanding participation of highway personnel at the Highway School. The award was given out from 1963-1998 (see below for history) and restarted in 2015. The award is given out by county and accounts for attendance by ALL municipalities in the county:

- counties
- towns
- villages
- cities.

Past Highway School materials and presentations

< February 2019 >



Follow @local_roads



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- 2018
- 2017
- 2016
- 2015
- 2014
- 2013
- 2012
- 2011
- 2010
- 2009
- 2008
- 2007
- 2006

416 Riley-Robb Hall / Ithaca, NY 14853 / phone: 607-255-8033 / fax: 607-255-4080 / email:
clrp@cornell.edu

BID OPENING TIME

11:00AM

DATE

March 14, 2019

CONTRACTOR
NAME
&
ADDRESS

*Charles Caputo
+ Sons
Stony Point, NY*

DATE RECEIVED

3/13/19

TIME RECEIVED

3:34pm

NON COLLUSION
STATEMENT

✓

BID BOND or
CERTIFIED CHECK

✓

April 1, 2019 - March 31, 2020

PER UNIT	\$ 5.50	\$	\$	\$	\$
PER MONTH	\$ 62,848.50	\$	\$	\$	\$
PER YEAR	\$ 754,182.00	\$	\$	\$	\$

April 1, 2020 - March 31, 2021

PER UNIT	\$ 6.00	\$	\$	\$	\$
PER MONTH	\$ 68,562.00	\$	\$	\$	\$
PER YEAR	\$ 822,744.00	\$	\$	\$	\$

April 1, 2021 - March 31, 2022

PER UNIT	\$ 6.50	\$	\$	\$	\$
PER MONTH	\$ 74,275.50	\$	\$	\$	\$
PER YEAR	\$ 891,306.00	\$	\$	\$	\$

April 1, 2022 - March 31, 2023

PER UNIT	\$ 7.00	\$	\$	\$	\$
PER MONTH	\$ 79,989.00	\$	\$	\$	\$
PER YEAR	\$ 959,868.00	\$	\$	\$	\$

April 1, 2023 - March 31, 2024

PER UNIT	\$ 7.50	\$	\$	\$	\$
PER MONTH	\$ 85,702.50	\$	\$	\$	\$
PER YEAR	\$ 1,028,430.00	\$	\$	\$	\$

DIST:

JAMES J. DEAN
Superintendent of Highways
Roadmaster II

Orangetown Representative:

R.C. Soil and Water Conservation Dist.-Chairman

R.C. Water Quality Commission

Member:

American Public Works Association NY Metro Chapter

NYS Association of Town Superintendents of Highways

Hwy. Superintendents' Association of Rockland County



HIGHWAY DEPARTMENT
TOWN OF ORANGETOWN
119 Route 303 · Orangeburg, NY 10962
(845) 359-6500 · Fax (845) 359-6062
E-Mail – www.highwaydept@orangetown.com

MEMORANDUM

Date: 3/21/19

To: Town Board

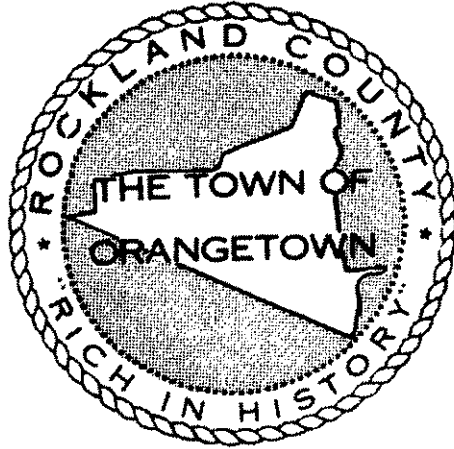
From: James J. Dean, Superintendent of Highways

Re: Bid Award – Curbside Collection, Transportation and Disposal of
Residential Recyclable Materials

Please be advised that it is my recommendation that the bid for Curbside Collection, Transportation and Disposal of Residential Recyclable Materials be awarded to Charles Capasso and Sons, Congers, New York, the only qualified bidder, in the amount of \$5.50 per dwelling unit for collection once per week, every week for 2019; \$6.00 per dwelling unit for collection once per week, every week for 2020; \$6.50 per dwelling unit for collection once per week, every week for 2021; \$7.00 per dwelling unit for collection once per week, every week for 2022; \$7.50 per dwelling unit for collection once per week, every week for 2023.

Work completed under this contract will be charged to Account # B8160174/50457

This bid was advertised in the Town's official newspapers as well as being advertised through the Empire State Purchasing Group.



TOWN OF ORANGETOWN
ROCKLAND COUNTY NEW YORK

CONTRACT DOCUMENTS FOR
CURBSIDE COLLECTION, TRANSPORTATION AND
DISPOSAL OF RESIDENTIAL RECYCLABLE
MATERIALS

February 2019

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**REQUEST FOR SEALED BIDS
FOR THE
COLLECTION, TRANSPORTATION AND DISPOSAL OF RESIDENTIAL
RECYCLABLES WITHIN IN THE UNINCORPORATED PORTION OF THE
TOWN OF ORANGETOWN**

The Town Board of the Town of Orangetown will be receiving Request for Sealed Bids for the Curbside Collection, Transportation and Disposal of Residential Recyclable Materials within the unincorporated portions of the Town of Orangetown until 10:30 A.M. on, March 14, 2019 in the Office of the Town Clerk of the Town of Orangetown, 26 Orangeburg Road, Orangeburg, New York. Sealed bids will be opened and read aloud at 11:00 A.M. this same day. No bids shall be accepted after 10:30 A.M. A Request for Sealed Bids and all relevant documents are available at the Town Clerk's Office of the Town of Orangetown and on the internet at Bidnet.com.

NOTICE TO BIDDERS

SEALED BIDS WILL BE RECEIVED BY THE TOWN BOARD of the Town of Orangetown at the Town Clerk's Office, Town Halls, No. 26 Orangeburg Road, Orangeburg, New York 10962, until 10:30 A.M. on March 14, 2019 for the Curbside Collection, Transportation and Disposal of Residential Recyclable Materials within the unincorporated portion of said Town, and will be opened and read aloud at 11:00 A.M. on that day. The bid must include information relating to the experience of the bidder on the basis of which said bidder purports to be qualified to carry out all work required by the proposed contract; a list of clients for the past five (5) years, including a contact name and telephone number; bids for project staffing, implementation of work tasks, and carrying out all responsibility required by the proposed contract; Proof of Insurance; Non-Collusion Statement; and submitted prices for five (5) years from the date of the Agreement.

The specifications for performing the above work and a Non-Collusion Statement may be obtained at the Town Clerk's Office for all parties interested in submitting a bid. No bids will be accepted without a Non-Collusion Statement as required pursuant to § 103d of the General Municipal Law.

The Superintendent of Highways will submit a report to the Town Board of all bids received and the recommendation concerning the award of an Agreement at a meeting of the Town Board to be held on March 26, 2019.

The Town Board requires each bid to be accompanied by a certified check for a sum equal to five percent (5%) of the amount of the bid, or a bond with sufficient sureties to be approved by the Town Attorney, in a sum equal to five percent (5%) of the amount bid, conditioned that if his/her proposal is accepted, he/she will execute such further security as may be required for the faithful performance of the Contract as set forth in these contract documents.

The successful bidder will be required to post a Performance Bond in the amount of one hundred percent (100%) of the annual contract price.

Contractor warrants and represents that all employees and independent contractors affiliated with or employed by such contractors or any subcontractors shall be compensated at the prevailing wage, including, where applicable wage rates mandated by the New York State Department of Labor for the work performed in connection with any project.

The Town Board of the Town of Orangetown reserves the right to waive any informalities in the bidding and to reject any and all bids.

The Town Board of the Town of Orangetown reserves the right to select the most advantageous offer to the Town through "best value" procurement. "Best value" selection will be based on the evaluation and comparison of factors in addition to cost or price.

No contract is deemed created until approved by a Town Board Resolution and the Town Attorney and until after it has been executed by the Supervisor of the Town of Orangetown at the direction of the Town Board.

Dated: February 20, 2019
Orangeburg, NY

James J. Dean
Superintendent of Highways

Rosanna Sfarga
Town Clerk

INFORMATION FOR BIDDERS

I. DEFINITIONS

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

AGREEMENT: Means this Curbside Collection, Transportation and Disposal of Residential Recyclables Materials Agreement, dated : 4-1-2019 between the Town and the Contractor.

BEST VALUE: Refers to the competitive negotiated procurements in which the Town of Orangetown reserves the right to select the most advantageous offer to the Town of Orangetown by evaluating and comparing factors in addition to cost or price. The Best Value Procurement enables the Town to purchase superior services even if it means paying a premium price.

Best Value will be evaluated by the Town of Orangetown when reviewing and comparing the following criteria:

1. **References:** Contractor shall supply references to the Town of Orangetown containing a list which indicates that he has collected municipal recyclables for a minimum of five (5) years, including a list of the clients with a contact name and telephone number.

Reference check will review but not be limited to the following;

- A. Ability of the Contractor to provide and maintain sufficient labor and equipment to properly execute the working operations.
- B. Ability of the Contractor to provide the collection, transportation and disposal services, and all obligations ancillary thereto, pursuant to this Agreement.
- C. Ability to supply complete and accurate information, records or accounts as provided herein.
- D. Ability of the Contractor to deliver all or any part of recyclable materials to the MRF in accordance with this Agreement.
- E. Illegal Dumping Violations
- F. Damage Assessments - failure to collect recyclable materials; failure to clean-up spills or broken recyclable materials; failure to notify the Town of being unable to complete the daily scheduled collection route.
- G. A review of performance history which includes violations as listed in "Appendix A, Debarment Criteria."

2. **Equipment and labor:** The Contractor shall provide adequately equipped vehicles for recycling pick-up in sufficient numbers to accomplish the approved schedule. The Contractor shall be required to provide, at its own expense, all and every kind of labor, vehicle, equipment, insurance performance bonds, materials, and all other items necessary for the execution of the work and services, as set for the in this Agreement, including adequate supervision and follow-up.
3. **Vehicle Maintenance and Repair:** The Contractor will be responsible for maintenance, repair and all other operating costs or requirements for the equipment to be used and/or supplied, including fuel, licensing, insurance, regular washing, storage, paint, etc. The Contractor must be able to prove that he is equipped to provide maintenance, repair and all other operating costs. The Contractor will be required to submit, on request, evidence of availability of equipment and labor, and the organizational infrastructure to carry out the specifications/scope of work of this bid document

BIDDER: Any individual, firm or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

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.

BID OR PROPOSAL: The approved prepared form on which the bidder is to submit or has submitted a proposal for the work contemplated.

COMPLETION: The word 'completion' shall mean full and exact compliance and conformity with the provisions and requirements expressed or implied in the specifications and scope of work and the plans, accompanying and forming a part of the same, including all amendments, revisions, corrections or additions, duly authorized.

COMMINGLED CONTAINERS: Glass containers/bottles (clear, green amber), food and beverage containers of all colors, aluminum cans, tin and bi-metallic containers/cans, plastic containers and recyclable plastics (HDPE, PET, PVC, LDPE, PP and PS), aluminum foil/pie plates, milk cartons/drink boxes (gabletop and aseptic packaging), plastic soda bottles and plastic bleach containers and other containers so designated by the Town.

COMMINGLED PAPER: Newspaper/newsprint, corrugated cardboard (3'x3'x12" high and tied), glossy color advertising supplements, corrugated containers, magazines and catalogs, white and colored ledger (office paper), computer printout paper, chipboard/boxboard, telephone and paperback books, junk mail (including envelopes and coupons), kraft paper (brown grocery bags), and other paper so designated by the Town.

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, Agreement, General and Specific Contract Conditions and

Bid Bonds, Plans or Drawings, Specifications, Scope of Work, Addenda and any and all other writings necessary to complete the project.

CONTRACTOR: Successful bidder. 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, scope of work, the contract drawings, the addenda and the notice of award.

CONTRACT MONITOR: Means the Superintendent of Highways, or his authorized representative.

HIGHWAY SUPERINTENDENT: The term "Highway Superintendent or his authorized representative" means the Town of Orangetown Highway Superintendent or his duly authorized representative.

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.

MATERIAL: Any approved material acceptable to the Highway Superintendent or his authorized representative and conforming to the requirements of the specifications/scope of work. All processes and materials shall at all times be open to inspection and testing by the Highway Superintendent or his authorized representative.

OWNER: Town of Orangetown as represented by its duly authorized representatives, also known as "Highway Department" and Highway Superintendent or his authorized representative.

PERFORMANCE BOND: The approved form of security furnished by Contractor and his surety as a guarantee of the completion of the project as specified in the agreement.

PROJECT: The improvement set forth in the plans, specifications, scope of work and all additions thereto.


RECYCLING BINS: Means plastic containers provided by the Town to be distributed to each eligible dwelling unit.

RECYCLING COORDINATOR: means the Town of Orangetown Highway Superintendent.

RECYCLABLE MATERIALS: Means commingled containers and commingled paper.

RESIDENTIAL DWELLING UNITS: Shall include one family, two-family and three-family residences condominium and apartment units.

RESIDENTIAL RECYCLING: Means:

1. Office paper, notebook paper, construction paper, ledger and envelopes of all colors.
2. Computer, fax and photo copy paper of all colors.
3. Newspapers with inserts.
4. Junk mail with envelopes and coupons.
5. Glossy magazines and catalogs.
6. Soft covered books.
7. Smooth and corrugated cardboard cut into pieces no larger than 3 ft. by 3 ft, bundled and tied and left outside the recycling container.
8. Brown grocery bags and Kraft paper.
9. Telephone and paperback books.
10. Green, clear and brown glass bottles and jars.
11. Aluminum cans.
12. Metal cans and aerosol cans.
13. Milk, juice and other cartons.
14. Aluminum foil and disposal aluminum products.
15. Juice boxes.
16. Plastic containers with a recycling code ()1-7

SERVICE AREA: Means the geographic area of the Town of Orangetown, excluding those portions of the incorporated Village of Piermont, Grand View, South Nyack and Nyack. Attachment "B" is the map of the service area and is incorporated by reference and made a part of this Agreement. A bid, however, should only be submitted after a personal inspection has been made of the contract area on which bid is being made. Bidders are responsible to become familiar with the boundaries of the Service Area and the number of designated dwelling pick-up locations. The number of stops as listed in the Bid Package may vary from actual conditions in the field. Bidders should take notice of traffic patterns, including narrow and one way streets, hilly and flat terrain. By submission of the bid, each bidder shall be deemed to have personally inspected the Service Area.

SITE: The area or areas which are the location(s) for the performance of the work.

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, Scope of Work, Contract Agreement and Bond, and any Addenda issued.

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.

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.

TOWN: Town of Orangetown

UNIT PRICE: Means the monthly price calculated pursuant to this Agreement and payable to the Contractor for providing residential recyclable pick-up service to each of the number of units.

WORK: The term "work" is used to designate the equipment, materials and things require to be done, furnished or performed by the Contractor under the Contract Documents attached hereto.

2. RECEIPT AND OPENING OF BIDS

The Town of Orangetown at the Town Clerk's Office, Town Halls, No. 26 Orangeburg Road, Orangeburg, New York 10962, until 10:30 A.M. on March 14, 2019 for the Curbside Collection, Transportation and Disposal of Residential Recyclable Materials within the unincorporated portion of said Town, and will be opened and read aloud at 11:00 A.M. on that day. The bid must include information relating to the experience of the bidder on the basis of which said bidder purports to be qualified to carry out all work required by the proposed contract; a list of clients for the past five (5) years, including a contact name and telephone number; bids for project staffing, implementation of work tasks, and carrying out all responsibility required by the proposed contract; Proof of Insurance; Non-Collusion Statement; and submitted prices for five (5) years from the date of the Agreement.

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. 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. on Thursday, March 14, 2019.

4. 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.

5. 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.

6. 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.

7. SUBCONTRACTOR

A. Bidders are advised that the lowest responsible bidder will be required, upon request of the Owner, and within three (3) days of such request to submit a list of subcontractors proposed for the performance of the work. Alternate subcontractors may be included in the list, provided that the use of such alternate subcontractors approved by the Owner shall not result in any change in the contract prices stated in the Proposal.

B. If requested by the Highway Superintendent or his authorized representative, he shall also furnish a statement as to the subcontractor's experience, financial ability or other qualifications for properly performing the work proposed to be subcontracted. The Owner reserves the right to limit the total amounts of subcontracts to thirty-five (35) percent of the total contract price.

8. DEBARMENTS, SUSPENSIONS AND VOLUNTARY EXCLUSIONS

The award of contracts or subcontracts is specifically forbidden to any firm or individual listed on the USEPA Master List of debarments, suspensions and voluntary exclusions. The Contractor, if intending to award subcontracts should contact the Owner who will in turn ascertain from the NYSDEC whether any individual or firm under consideration is currently listed.

9. AWARD OF CONTRACT

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

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. OPERATIONS MAINTAINED

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

14. SITE INSPECTION

At the time of the opening of proposals, each bidder will be presumed to have inspected the site/service area 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.

15. 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, Highway Superintendent or his authorized representative, 119 Route 303, 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.

16. SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his delivery of the executed contract, the Contractor shall furnish a surety bond in an amount at least equal to one hundred percent (100%) of the annual contract price, as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, in such form as acceptable to the Town Attorney. The surety bond shall include a provision for maintenance as set forth in the agreement.

17. 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.

18. 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, attorney's 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.

19. 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 as it pertains to "Best Value", or to advertise for new proposals, if it be deemed to be in the best interests of the Town of Orangetown to do so.

No contract is deemed to have been created until approved by the Town Board and the Town Attorney and executed by the Supervisor of the Town of Orangetown, pursuant to Town Board Resolution. This is subject to appropriations approved by the Town Board.

The Non-Collusion Statement attached hereto forms a part of this bid.

DATED: 3/1/2019



(Name)

President

(Title)

Charles Capasso & Sons Carting Inc
(Firm Name)

NON-COLLUSIVE BID 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 the 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 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 furnish with the bid a signed statement which sets forth in detail 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 his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (i) has published price lists, rates or tariffs covering **items (services)** being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such **items (services)**, or (iii) has sold the same **items (services)** to customers at the same price being proposed, does not constitute, without more, a disclosure within the meaning of **subparagraph one (a) [there is no subparagraph one (a)]**.

(C) Any bid hereafter made by any political subdivision of the State or any public department, agency or official thereof, by a corporate bidder for work or service performed, to be performed, or goods sold, or to be sold, where competitive bidding is required by statute, rule, regulation or local law, **and there 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 the bidder or person signing on behalf of the bidder and affirmed as true under penalties of perjury.

Dated: 3-1-2019

BY: 

FOR: Charles Capasso + Sons

Contracting Inc.

AGREEMENT

THIS AGREEMENT, made and entered into this 14 day of March, 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 Charles Capasso + Sons Contracting Inc domestic corporation having its principal place of business at 65 Grassy Point Rd Stony Point NY 10980, party of the second part, hereinafter called the "Contractor";

WHEREAS, the Contractor has submitted a bid for the Curbside Collection, Transportation, and Disposal of Residential Recyclable Materials within the Unincorporated Portion of the Town of Orangetown in accordance with the attached specifications/scope of work;

NOW, THEREFORE, it is understood and agreed that the Contractor shall furnish to the Town collection, transportation and disposal of residential recyclables at the price(s) set forth in the specifications submitted, and in accordance with "Specifications/Scope of Work" attached hereto and made a part hereof.

The amounts listed below are based on the pickup of recyclables at each dwelling unit once per week, every week.

	PER UNIT	PER MONTH	PER YEAR
April 1, 2019 – March 31, 2020	\$ <u>5.50</u>	\$ <u>62,848⁵⁰</u>	\$ <u>754,182⁰⁰</u>
April 1, 2020 – March 31, 2021	\$ <u>6.00</u>	\$ <u>68,562⁰⁰</u>	\$ <u>822,744⁰⁰</u>
April 1, 2021 – March 31, 2022	\$ <u>6.50</u>	\$ <u>74,275⁵⁰</u>	\$ <u>891,306⁰⁰</u>
April 1, 2022 – March 31, 2023	\$ <u>7.00</u>	\$ <u>79,989⁰⁰</u>	\$ <u>959,868⁰⁰</u>
April 1, 2023 – March 31, 2024	\$ <u>7.50</u>	\$ <u>85,702⁵⁰</u>	\$ <u>1,028,430⁰⁰</u>

AND WHEREAS, the Town is desirous of contracting for the Curbside Collection, Transportation and Disposal of Residential Recyclable Materials will be to service approximately eleven thousand four hundred and twenty seven (11,427) residential dwelling units (as defined herein) in the unincorporated portion of the Town;

NOW, THEREFORE, IT IS UNDERSTOOD AND AGREED:

1. The Contractor agrees to furnish Curbside Collection, Transportation and Disposal of

Residential Recyclable Materials will be to service approximately eleven thousand four hundred and twenty seven (11,427) residential dwelling units (as defined herein) in the unincorporated portion of the Town.

2. The Contractor has submitted herewith a performance bond, or other acceptable security, in the amount of one hundred (100%) percent of the annual contract price, which has been issued by a surety company authorized to do business in the State of New York.
3. The price listed above shall remain in effect from 4-1-2019 until 3-31-2024.
4. The term of the contract shall be five (5) years, starting from the date of execution by the Town Supervisor, as authorized by the Town Board. At the sole option of the Town, the Contract may be terminated at an earlier date. If this right is exercised, the Contractor will be notified in writing of the Town's intent, by certified mail, at least thirty (30) days in advance of such earlier termination.
5. No sales tax or other taxes will be charged to the Town. The Town will furnish to the Contractor such proof of tax exemption as may be required by law.
6. The Contractor agrees that he will provide and furnish all the necessary machinery, tools, materials, labor and other necessary means to do all of the work called for by specifications and scope of work hereto attached and hereby made a part hereof, and in full compliance with said specifications and scope of work, and in the manner prescribed therein, and in full accordance with the decisions and requirements of the Curbside Collection, transportation and Disposal of Residential Recyclable Materials will be to service approximately eleven thousand four hundred and twenty seven (11,427) residential dwelling units (as defined herein) in the unincorporated portion of the Town.
7. In the hiring of employees for the performance of work under this contract or any subcontract hereunder, 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 relates. No contractor, subcontractor, nor any person on his 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, sex or national origin.
8. Upon the refusal of a person, 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 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; (a) such person, and any firm, partnership or corporation of which he 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 fire district, or any public department, agency or official thereof, or goods, work or services, for a period of five (5) years after such refusal; and (b) any and all contracts made with any municipal corporation or any public department,

agency or official thereof, on or after the first day of July, Nineteen Hundred Fifty-Nine or with any fire district or any agency or official thereof on or after the first day of September, Nineteen Hundred Sixty, by such person and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

9. The Contractor agrees that he will provide all the materials, labor and other necessary means to do all of the work called for by the specifications and scope of work hereto attached and hereby made a part hereof, in full compliance with the specifications and scope of work, and in the manner prescribed therein, and in full accordance with the decisions and requirements of the Town of Orange town.
10. All deliveries shall be subject to examination and where it is found that they do not comply with the specifications and scope of work or are found defective in any manner, they shall be rejected and returned to the contractor at his expense. Delivery charges must be paid by the party of the second part.
11. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent in writing of the Town of Orange town and any attempts to assign the contract without the Town's written consent is null and void.
12. The Town shall have all of its common law, equitable and statutory rights set-off These rights shall include, but not be limited to, the Town's option to withhold for the purposes of set-off any moneys due to the contractor under this contract up to any amounts due and owing to the Town with regard to this contract, or any other contract with the Town. The contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract, hereinafter collectively 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.
13. All invoices and/or vouchers submitted for payment for the sale of goods and/or services for the lease of real and/or personal property must include the payee's identification number.
14. In addition to the methods of service allowed by the New York State Civil Practice Law and Rules, the contractor hereby consents to service of process upon it by certified mail return receipt requested. Service thereunder shall be complete upon the contractor's actual receipt of process or upon the Town's receipt of the return thereof, by the United State Postal Service, as refused or as 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 (30) calendar days, after service thereunder is complete, in which to respond.

15. Contractor warrants and represents that all employees and independent contractors affiliated with or employed by such contractors or any subcontractors shall be compensated at the prevailing wage, including, where applicable, wage rates mandated by the New York State Department of Labor, for the work performed in connection with any project.
16. All contractors actually undertaking the work required shall save and hold harmless the Town of Orangetown from any and all costs, fees, disbursements, attorney's fees and damages (actual, consequential or exemplary), awarded in any manner whatsoever, through suit, settlement or otherwise, arising out of any claim, suit, action or Dispute involving wages paid to all subcontractors, employees, independent contractors, or other persons employed by any contractor employed by the Town of Orangetown.
17. 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.
18. The Contractor has and shall keep in effect during the term of this contract, Worker's Compensation Insurance and Disability Insurance for each of its employees, and the Contractor shall furnish the Town with certificates of insurance evidencing same immediately upon the signing of this contract. With regard to certificates of insurance, the following cancellation clause should be included thereon: "The issuing company **WILL** mail written notice to the certificate holder named on the insurance certificate."
19. Minor repairs will consist, but not be limited to, replacement of bulbs, lenses and on-scene adjustments and repairs of controllers.
20. The Contractor shall promptly comply with all Federal, State and Local Laws concerning the subject matter herein.
21. The Proposal and Non-collusion Statement made pursuant to Section 1 03d of the General Municipal Law and the Specifications and scope of work provided for in the bid herein are made a part hereof as though set forth at length herein.
22. No contract is deemed to have been created until approved by Town Board Resolution and the Town Attorney, and until after it has been executed by the Supervisor of the Town of Orange town, at the direction of the Town Board. All contracts are subject to appropriations approved by the Town Board, after having been provided for in the Town Budget.
23. The Contractor has complied with all conditions precedent hereto.

The prices listed in and the terms of this Agreement shall be for five (5) years from the date of the Agreement.

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

By: _____
Rosanna Sfraga, Town Clerk

By: _____
Chris Day, Supervisor

(Seal)

HIGHWAY DEPARTMENT

By: _____
James J. Dean, Superintendent

ATTEST:

By: _____

By: _____

(Print Name)

(Print Name and Title)

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

On the _____ day of _____, _____, before me, the undersigned a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which individual(s) acted, executed the instrument.

Notary Public

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

On the _____ day of _____, _____, before me, the undersigned a Notary Public in and for said State, personally appeared _____, the subscribing witness(es) to the foregoing instrument, with whom I am personally acquainted who, being by me duly sworn, did depose and say that he/she/they reside(s) in _____, (city) New York, that he/she/they know(s) _____ to be the individual(s) described in and who executed the foregoing instrument; that said subscribing witness(es) was/were present and saw said _____ execute the same; and that said witness(es) at the same time subscribed his/her/their name(s) as a witness thereto.

Notary Public

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

On the _____ day of _____, 20___, before me, the undersigned, a Notary Public in and for said state, personally appeared CHRIS DAY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which individual acted, executed the instrument.

Notary Public

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

On the _____ day of _____, 20___, before me, the undersigned, a Notary Public in and for said state, personally appeared JAMES J. DEAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which individual acted, executed the instrument.

Notary Public

CERTIFICATION OF TOWN ATTORNEY

I, ROBERT V. MAGRINO, Town Attorney of 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 V. Magrino, Town Attorney

GENERAL CONTRACT CONDITIONS

1. The contractor will furnish a performance bond in an amount equal to one hundred (100%) percent of annual contract price for the completion of the work in accordance with the plans and specifications/scope of work and the payment of all material, men and subcontractors in connection therewith. The form of the bond must be approved by the Town Attorney. It is the requirement of the Town that all contracts in connection with this work shall be contracts executed in the Town of Orangetown, Rockland County, State of New York. It is further required that all bid bonds, performance bonds and the insurance certificates hereinafter specified shall be issued only by insurance companies that are authorized to do business in the State of New York. All lawsuits concerning this contract shall be brought only in Rockland County, New York. All bid bonds and performance must be actually executed and acknowledged in the State of New York and must be considered contracts made in the State of New York.
2. The contractor must provide all necessary insurance required by the laws of the State of New York and furnish certifications thereof to the Town of Orangetown. In addition thereto, the contractor must furnish to the Town of Orangetown certificates showing public liability insurance in an amount of not less than One Million (\$1,000,000.00) Dollars for each person injured, and Two Million (\$2,000,000.00) Dollars for each accident and Two Hundred Thousand (\$200,000.00) Dollars property damage. The contractor agrees that in the performance of the work, he will be fully responsible for any and all claims that may be made by reason of said work arising from any cause whatsoever, and the contractor agrees to indemnify and save harmless the Town from any and all claims.
3. The contractor shall employ at the site of the work during the performance thereof a competent foreman or superintendent who shall be satisfactory to the Superintendent of Highways. Such foreman or superintendent shall represent and have full authority to act for the contractor in his absence and all instructions given such foreman or superintendent shall be binding as if given to the contractor.
4. The Town reserves the right to suspend or postpone the whole or any part of the work herein contracted to be done if it shall deem it in the best interest of the Town to do so without compensation to the contractor for such suspension.
5. The contractor shall so conduct the operation as not to close or obstruct any portion of any highway or railroad right-of-way until written permission therefore has been obtained by him from the proper authority. If any highway or railroad right-of-way shall be rendered unsafe or obstructed in any manner by reason of the contractor's operations, he shall make such changes thereto as may be required and provide such temporary ways or guards as may be acceptable to the authority involved and to the Superintendent of Highways.
8. **Protection of Work and Property** - the contractor will continuously and adequately protect the work to be performed under this contract against damage and will protect and safeguard all materials furnished by him, whether or not incorporated in the work, against damage from any cause, and will make good any such damage unless it is due directly to

errors in the contract documents or is caused by agents or employees of the Town. To the extent required by law, by public authority, or by local conditions, the contractor will adequately protect adjacent property and will provide and maintain all passageways, guard fences, lights and other facilities for protection. The contractor shall, at all times, have, as directed or approved, a sufficient number of watchmen to protect the property of the Town, to exclude unauthorized persons from the work, and to protect traffic where his vehicles enter or leave the public highways.

6. **Accidents** - the contractor, during the performance of the work shall take all necessary precautions and place proper guards for the prevention of accidents, shall put up and keep suitable and sufficient lights and other signals, and shall comply with the safety provisions of applicable laws. The contractor shall indemnify and save harmless the Town, its officers and agents, from all damages and costs to which they may be put, by reason of injury to the person or property of another, resulting from his negligence or carelessness in the performance of the work, or in safeguarding the same, or from any improper materials, implements or appliances used in its construction, by, or on account of any act or omission of the contractor or his agents. The whole or so much of the moneys due under and by virtue of his contract, as shall be considered necessary to the Town may, at its option, be retained by the Town.
7. **Liability of Contractor is Absolute** - the liability of the contractor hereunder for all injuries to persons or damages to property is absolute and is not dependent upon any question of negligence on his part, or on the part of his agents, servants or employees, and neither the approval by the Superintendent of Highways, or the methods of doing the work, nor the failure of the Superintendent of Highways to call attention to improper or inadequate methods or to require a change in methods, nor the neglect of the Superintendent of Highways to direct the contractor to take any particular precautions or to refrain from doing any particular thing shall excuse the contractor in case of any such injury to persons or damages to property.
8. **Prevention of Delay** - the contractor and his subcontractor 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 or result in strikes, work stoppages, delays, suspension of work, or similar troubles by workmen employed by the contractor or his subcontractors where work is being performed under this contract. Any violation by the contractor of this requirement may, upon the certification of the Superintendent of Highways be considered as proper and sufficient cause for canceling and terminating this contract.
9. These general conditions shall be deemed a part of the contract to which they are attached. In the event of any inconsistency between these General Conditions and the contract, the decision of the Town Board, as to such inconsistency shall prevail.

SCOPE OF WORK

COLLECTION OF RECYCLABLES SERVICE

The contractor shall furnish and provide to the Town of Orangetown, Curbside Collection, Transportation and Disposal of Residential Recyclable Materials for the unincorporated portion of said Town in accordance with the following:

1. The prices listed in the attached Agreement shall remain firm for the full period of the Agreement.

2. The contractor shall provide the Curbside Collection, Transportation and Disposal of Residential Recyclable Materials for approximately eleven thousand four hundred and twenty seven (11,427) residential dwelling units in the unincorporated portion of the Town of Orangetown. The service area may be enlarged or reduced, from time to time, as annexation or incorporation of existing refuse district of incorporated villages within the Town occurs, or new construction increases the number of eligible households. The Town shall provide written notice to the Contractor at least one hundred and twenty (120) days prior to enlargement of the service area, but need not provide such notice with regard to new construction.

3. The Town will supply each residential dwelling unit with containers (or in the alternative with "recycling ID stickers" for residents to place on larger containers) which residents will place at curbside, on the specified collection day.

4. Contractor shall develop routes, which specify the order in which Eligible Dwelling Units receive service on each collection day. Contractor shall provide to the Contract Monitor a written description of such routes (the "Recycling Route Plan"). Prior to commencement of collection pursuant to this Agreement, Contractor shall submit its Recycling Route Plan to the Contract Monitor for approval, which approval shall not be withheld unreasonably. Any change in such routes shall be communicated in advance in writing to the Contract Monitor and to Eligible Dwelling Units (e.g., by door hanger notice), and shall be subject to the approval of the Contract Monitor, which approval shall not be withheld unreasonably.

5. The schedule for pick-up, including day of the week and time, "shall be subject to the approval of the Superintendent of Highways and in compliance with the provisions of the Town Code". The Contractor's inability to complete a day's route due to equipment breakdown, injury or other emergency reasons shall be reported to the Town immediately by telephone and must be completed the following day. If the Contractor fails to perform collection services in accordance with this Contract, collection may be performed by the Town and any cost incurred shall be deducted from monthly payments due the Contractor.

6. Contractor will supply the Town with a list indicating that he has collected municipal recyclables for a minimum of five (5) years, including a list of the clients with a contact name and telephone number.

7. Contractor is responsible for damage caused by throwing containers after placing recyclables in the collection vehicle, as determined by the Contract Monitor

8. The Contractor shall be required to provide, at its own expense, all and every kind of labor, vehicle, equipment, insurance performance bonds, materials, and all other items necessary for the execution of the work and services, as set for the in this Agreement, including adequate supervision and follow-up.

9. The Contractor shall provide adequately equipped vehicles for recycling pick-up in sufficient numbers to accomplish the approved schedule. These vehicles must display the Town of Orangetown symbol (12" decal) and solid waste hotline number (6" letter/numbers) at all times when supplying service to the Town of Orangetown. These may be complete trucks or trailers and must be maintained and clean at all times while providing service in the Town and must be covered when traveling in excess of 15 miles per hour to prevent litter. The Town reserves the right to spot check collection vehicles to inspect their contents and condition at any time while on the collection route, transporting recyclable materials or unloading operations at the Rockland County Materials Recovery Facility ("MRF").

10. The Contractor will be responsible for maintenance, repair and all other operating costs or requirements for the equipment to be used and/or supplied, including fuel, licensing, insurance, regular washing, storage, paint, etc.

11. Residents will set out recyclable material by the curbside for pick-up by the Contractor. Recyclable materials will be set out for collection in two (2) streams, including 1) commingled paper; and 2) commingled containers. The Contractor shall be responsible to collect both streams and keep each stream separate from one another.

12. The following days are designated as holidays: Christmas Day, Thanksgiving Day, New Years Day, Labor Day, Memorial Day and Independence Day. Collection operations shall be suspended during such days. Recyclables not collected as a result of a holiday shall be collected on the following scheduled pick up date or date designated by the Contract Monitor. Pick up shall not be suspended for two consecutive weeks.

13. Unless directed otherwise by the Town, the Contractor must deliver all the recyclable materials collected under this Agreement to the Rockland County Materials Recovery Facility, 420 Torne Valley Road, Hillburn, NY. Only material unmarketable because of contamination shall be disposed of in a landfill or other solid waste disposal facility. The Contractor, or any of its subcontractors or employees shall not violate any of the designated Hauler Department Criteria included herein as Appendix A. If the Contractor or any of its subcontractors or employees, violates any of the criteria set forth in Appendix A, the Contractor, or its subcontractor or employees, as applicable, will be prohibited from delivering recyclable materials to the MRF, but still must fulfill its obligation under this Agreement. The Contractor shall use its best efforts to prevent the delivery of hazardous waste or any material other than recyclable materials to the MRF. If any material other than recyclable materials is included in any delivery to the MRF, the Contractor shall be liable for the payment of damages to the Town as set forth herein. Should the delivery destination for the recyclables be changed during the course of this Agreement, the Contractor and the Town shall renegotiate a new unit price based upon the new destination. Should the parties be unable to mutually agree upon a new unit price, this Agreement may be cancelled by either party on one hundred twenty (120) days' written notice to the other party.

14. The Contractor shall load vehicles in such a manner as to prevent spillage. All receptacles and containers shall be handled as carefully and quietly as possible, being returned (not thrown or dropped) to the location where picked up. Receptacles should be returned to the curbside and left in an upright position with lids (if any) placed neatly on top. In no event shall receptacles or lids be placed on the paved road surface. The Contractor shall provide "spot" pick-up for missed or late pick-ups, and shall supply the Highway Superintendent with a weekly report of all "spot" pick-ups. The Contractor shall pick up any recyclable materials that fall or spill onto the street or roadway.

15. The Contractor shall be responsible for all liability associated with the collection and transportation of recyclable materials. Without limiting the foregoing, the Contractor shall indemnify, defend and hold harmless the Town from all loss and expenses on account of any tort or other liability resulting from the collecting, transporting and disposing of recyclable materials, and shall name the Town as an additional insured on the policy it submits pursuant to this Agreement.

16. The contract price shall include all expenses for, including but not limited to, labor and equipment necessary to carry out the collection, transportation and disposal of recyclable material from residential dwelling units in the unincorporated sections of the Town of Orangetown.

17. The Contractor shall report quarterly to the Superintendent of Highways the gross weight of recyclables collected, broken down into the two (2) major classifications of papers and containers.

18. Contractor will cooperate with the Town by assisting in the promotion of collection. Specifically, the Contractor will deposit brochures, when provided by the Town, in each household recycling container or other receptacle set out at the curb.

19. Contractor shall submit, no later than the fifteenth (15th) day following the end of each month during which services are performed, a written report and invoice, in a form approved by the Town, indicating: (1) number of units; (2) listing of inquiries and complaints received and

any resolution; and (3) a statement of monies payable to the Contractor for the calendar month preceding the month in which the report is prepared.

20. The Contractor shall establish and enforce in its operations, and among its employees, such regulations in regard to cleanliness and disposal of recyclables as will tend to prevent the inception and spread of infection or contagious diseases, and to effectively prevent the creation of a nuisance on any property, either public or private.

21. Contractor agrees to obtain and pay for all licenses, permits certificates inspections and all other fees required by law or otherwise necessary to perform the services prescribed hereunder.

22. All Contractor's services under this Agreement shall comply with all statutes, laws, ordinances, rules and regulations (including, without limitation, those protecting public health and the environment) enacted or adopted or promulgated by Federal, State and local governmental authorities and agencies thereof, and any decision or order of any court or governmental authority or agency thereof.

23. No sales tax or other taxes will be charged to the Town. The Town will furnish to the Contractor such proof of tax exemption as may be required by law. All invoices and claims for payment will be sent to the Town of Orangetown, Office of the Supervisor, 26 Orangeburg Road, Orangeburg, NY 10962.

24. Inclusion of non-designated recyclable materials, excessive material contamination, incorrect set out location or any other improper condition which does not comply with the provisions of this contract shall be grounds for the Contractor to reject the collection of recyclable materials. However, the Contractor must not refuse to collect recyclable materials without first following the notification process. The Contractor is to collect improperly set out recyclable materials the first two (2) times improper set outs occur, but not without leaving a first and final warning notice or sticker for the occupant. The third time an occupant improperly sets out recyclable materials, the Contractor need not pick up the improperly set out material and shall affix a notice indicating the reasons for not collecting the material. All warning notices are

to be attached to the container in which the material was set out in or shall be left in the doorway of the designated dwelling if no container was used for the set out.

25. The Town shall notify the Contractor no later than 12:00 Noon on the day following the last regularly scheduled collection day of missed collections reported to the Town by a resident. The Contractor shall collect the recyclable materials from such location (s) as directed by the Town within six (6) hours of verbal notification from the Town. All calls related to missed pickups or service complaints which are received directly by the Contractor shall be logged by the Contractor and reported to the Town by 4:00 P.M. that same day as the complaint was received, along with the reporting of improper set outs.

26. The Contractor will be required to submit, on request, evidence of availability of equipment and labor, and the organizational infrastructure to carry out the specifications and scope of work of this project.

27. The contractor shall comply with all the terms of the Contract Documents on file in the Town Clerk's Office of the Town of Orangetown.

28. The Town may, in its sole discretion, terminate this Agreement upon knowledge that any individual, corporation, partnership, joint venture, association, joint stock company, trust, limited liability company or other entity that directly or indirectly controls, is controlled by, or is under common control with the Contractor, has been convicted of or pled guilty or *nolo contendere* to a felony or any crime involving moral turpitude or is an organized crime figure or is reputed to have substantial business or other affiliations with an organized crime figure. In addition, this contract may be declared suspended in whole, or in part, or terminated in whole, or in part, by the Town upon notice to the Contractor, for any of the following reasons:

- a) Failure of the Contractor to provide and maintain sufficient labor and equipment to properly execute the working operations.
- b) Failure of the Contractor to provide the collection, transportation and disposal services, and all obligations ancillary thereto, pursuant to this Agreement.
- c) Failure to supply complete and accurate information, records or accounts as provided herein.

- d) Failure of the Contractor to deliver all or any part of recyclable materials to the MRF in accordance with this Agreement.

29. In addition to any other damages to the Town, the improper collection or failure of the Contractor to perform its obligations under this Agreement shall result in the assessment of damages as listed below, which assessment shall be deducted from the next payment due to the Contractor:

- a) Failure to collect recyclable materials shall result in damages to the Town of twenty-five of Dollars (\$25.00) per day for each designated dwelling, plus the cost of alternative collection methods;
- b) Absence of broom and/or shovel on collection and transportation vehicles shall result in damages to the Town of fifty Dollars (\$50.00)
- c) Failure to clean up spilled or broken recyclable materials shall result in the sum of one-hundred Dollars (\$100.00) per occurrence, plus the cost of clean up;
- d) Failure to notify the Town of being unable to complete the daily scheduled collection route, report complaints, submit weigh scale receipts of tonnage delivered or any failure of proper notification to the Town as required under this Agreement shall result in damages to the Town of two-hundred Dollars (\$200.00) per occurrence;
- e) No recyclable materials shall be delivered to the MRF or other designated location from accounts or sources not included under the provisions of this Agreement. Violation of this restriction shall result in damages to the Town of twenty-five hundred Dollars (\$2,500.00) for the first occurrence, five thousand Dollars (\$5,000.00) for the second occurrence and the third occurrence shall result in breach of contract;
- f) Illegal dumping of recyclable materials shall result in damages to the Town of ten thousand Dollars (\$10,000.00) plus the cost of clean up and shall result in breach of contract;
- g) Delivery of recyclable materials that contain ten percent (10%) or more by weight of materials other than recyclable materials or contain hazardous waste shall result in damages to the Town of three thousand Dollars (\$3,000.00) per occurrence, plus the actual cost of disposal, including a twenty percent (20%) mark-up for the Town administrative costs and associated risks.

APPENDIX "A"

DESIGNATED HAULER DEBARMENT CRITERIA

1. Operation of vehicles in an unsafe manner at the scale or on the facility site.
2. Operation of uninspected or unsafe vehicles.
3. Repeated spillage of recyclable materials onto the facility site or local roads and failure to cover open top vehicles containing recyclable materials.
4. Belligerent or threatening behavior by hauler employees.
5. Failure to affix Rockland County Solid Waste Management Authority ("Authority") specified registration numbers or stickers on vehicles.
6. Failure to follow rules for vehicle weighing, queuing, tipping and circulation patters.
7. Failure to follow designated routes or traveling on prohibited routes to the facility site.
8. Causing damage to the scale, scalehouse, facility or the facility site.
9. Deliberate delivery of unacceptable or hazardous wastes to the facility.
10. Failure to remove unacceptable waste tipped from the hauler's vehicle from the facility and facility site.
11. Failure to reimburse the Authority for its costs of handling unacceptable or hazardous wastes delivered to the facility.
12. Failure to keep Commingled Containers separate from Commingled Paper.
13. Failure to deliver acceptable wastes collected within the Town of Orangetown.
14. Deliberate delivery of acceptable wastes collected outside of the Town of Orangetown.
15. Failure to pay any fees which are past due to the Authority upon receipt of written notice.
16. Failure to supply information requested by the Authority which is reasonably necessary for the Authority to carry out its obligations.

APPENDIX "C"
SERVICE AREA

**PURCHASES BY OTHER LOCAL GOVERNMENTS OR SCHOOL
DISTRICTS**

As per the New York State General Municipal Law, all political subdivisions of New York State are allowed to make purchases through the resulting contract(s).

1. The Town of Orangetown shall make contract award information available to other political subdivisions. Other political subdivisions may contact the Orangetown Highway Department at (845) 359-6500.
2. Any other political subdivision will issue purchase orders directly to vendors within the specified contract period referencing the Town's contract and shall be liable for any payments due on such purchase orders; and shall accept sole responsibility for any payment due.
3. All purchases shall be subject to audit and inspection by the other political subdivisions for which the purchase was made.
4. No officer, board or agency of a county, town, village, or school district shall make any purchase through the Town when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the Town.
5. All Bidders shall be on notice that as a condition of the award of a Town contract, the successful bidder shall accept the award of a similar contract with any other political subdivision in New York State, if called upon to do so. The Town, however, will not be responsible for any debts incurred by the participants pursuant to this or any other agreement.
6. Necessary deviations from the Town's specifications in the award of a participant contract, whether such deviations relate to quantities, or delivery points shall be resolved between the successful bidder and the other political subdivisions.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/8/2019

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).

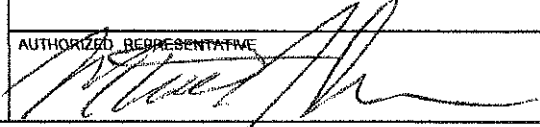
PRODUCER GEORGE M COMAS INS INC 73 Jefferson Avenue Westwood, NJ 07675	CONTACT NAME: PHONE (A/C, No, Ext): (201) 666-4011	FAX (A/C, No): (201) 666-9722
	E-MAIL ADDRESS: MATT@COMASAGENCY.COM	
INSURER(S) AFFORDING COVERAGE		NAIC#
INSURED CHARLES CAPASSO & SONS CARTING 65 GRASSY POINT RD STONY POINT, NY 10980	INSURER A: THE GREAT DIVIDE	
	INSURER B: WESTERN WORLD INS CO	
	INSURER C: SENECA INS CO.	
	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLP2020502-12	12/31/18	12/31/19	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 \$ 2,000,000
							PRODUCTS - COM/PO/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP2020501-12	12/31/18	12/31/19	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			GLX1000119-02	12/31/18	12/31/19	EACH OCCURRENCE \$ 2,000,000
							AGGREGATE \$ 2,000,000
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	BUILDING/PROPERTY			ESR 0800871	08/11/18	08/11/19	BUILDING VALUE \$ 1,038,336

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is named as additional insured by written contract with regards to work performed by the insured. Coverage is primary and non contributory with a waiver of subrogation and hold-harmless clause in favor of the additional insured.

CERTIFICATE HOLDER Town of Orangetown 26 W Orangeburg Rd, 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 
--	--

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Town of Clarkstown	Chris Wagner	845-639-2111
Town of Haverstraw	Mike Gamboli	845-429-2200
RCSWMA (Town of Stony Point)	Anna Rappolo	845-753-2200
Village of South Nyack	Jill Schwarz	845-358-0287
Village of Piermont	Bruce Tucker	845-359-1717
Town of Orangetown	Stephen Munno	845-359-6500

 **AIA** Document A310™ – 2010

Bid Bond

Bond No. AEB888854

CONTRACTOR:

CHARLES CAPASSO & SONS CARTING, INC.
65 Grassy Point Road
Stony Point, NY 10980

SURETY:

Aegis Security Insurance Company
4507 North Front Street Suite 200
Harrisburg, PA 17110

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

TOWN OF ORANGETOWN
26 ORANGEBURG ROAD
Orangetown, NY 10962

BOND AMOUNT: 5% of amount bid

PROJECT:

Curbside Collection Transportation and Disposal of Residential Recyclable Material

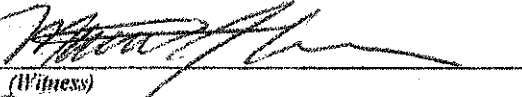
Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 14th day of March, 2019

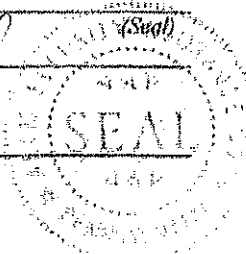

(Witness)

CHARLES CAPASSO & SONS CARTING, INC.
(Principal) (Seal)

(Title)
Aegis Security Insurance Company


(Witness) Cristina Carpenter

(Surety)
Patrick J. Lynch, Attorney-in-fact



CONSENT OF SURETY

A performance bond will be required from the successful contractor on this project, and consequently all bidders shall submit, with their bid, a consent of surety in substantially the following form:

TO: TOWN OF ORANGETOWN

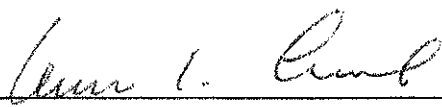
RE: CHARLES CAPASSO & SONS CARTING, INC.

PROJECT DESCRIPTION:

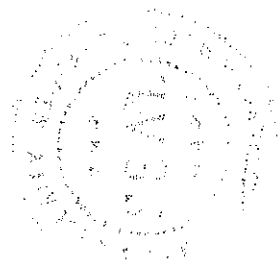
Curbside Collection Transportation and Disposal of Residential Recyclable Material

This is to certify that the Aegis Security Insurance Company
will provide to TOWN OF ORANGETOWN a performance
bond in the full amount of awarded contract in the event that said contractor
is awarded contract for the above project.

CHARLES CAPASSO & SONS CARTING, INC.



Patrick J. Lynch Attorney In Fact
(Authorized Agent of Surety Company)



Date: 3/14/2019

CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.

THE CONSENT OF SURETY CONTAINED HEREIN IS LIMITED TO A CONTRACT AWARD NOT TO EXCEED \$790,000.00

SURETY ACKNOWLEDGEMENT

State of New Jersey

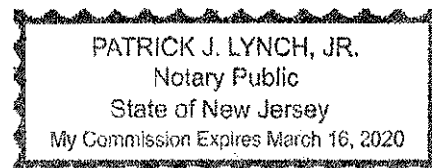
ss:

County of Morris

On this 14TH day of MARCH , 2019 , before me personally comes

PATRICK J. LYNCH to me known; who, being by me duly sworn, deposes and says that he/she resides in DENVILLE, NJ, that he/she is the Attorney-in-Fact of the Aegis Security Insurance Company the Corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said Corporation; that the seal affixed to the said instrument is such Corporate seal; that it was so affixed by the order of the Board of Directors of the said Corporation, and that he/she signed his/her name thereto by like order.


(Signature & Title of Official Taking Acknowledgment)



Aegis Security Insurance Company

Statements of Admitted Assets, Liabilities and Capital and Surplus - Statutory Basis

	As of December 31,	
	2017	2016
Admitted Assets		
Bonds	\$ 59,413,126	\$ 50,929,359
Preferred stocks	559,219	446,212
Common stocks - unaffiliated	10,130,928	8,406,062
Common stocks - affiliate	17,834,418	16,949,467
Cash, cash equivalents and short-term investments	16,847,253	12,732,874
Other invested assets	3,750,000	3,750,000
	108,534,944	93,213,974
Total cash, cash equivalents and invested assets		
Accrued investment income	537,640	482,598
Premium receivable and agent balances due	27,517,072	26,115,723
Reinsurance recoverable on paid losses	4,649,361	3,450,058
Federal income tax receivable	1,184,982	467,965
Net admitted deferred tax asset	2,831,492	3,665,301
Other assets	-	35,311
Receivable from parent, subsidiaries and affiliates	3,423,309	6,700
Total assets	\$ 148,678,800	\$ 127,437,630
Liabilities, Capital and Surplus		
Liabilities:		
Losses and LAE	\$ 25,724,886	\$ 23,278,093
Reinsurance payable on paid loss and LAE	88,380	345,036
Unearned premiums	50,735,681	32,215,782
Commissions payable	1,458,140	868,762
Accounts payable and accrued expenses	658,479	520,097
Taxes, licenses and fees payable	1,073,568	806,060
Ceded reinsurance premiums payable	10,838,092	9,283,899
Funds held under reinsurance treaties	-	2,346
Amounts withheld for account of others	3,493,569	4,570,068
Payable for securities	869,437	7,422
Total liabilities	94,940,232	71,897,565
Capital and surplus:		
Common stock, par value \$1.40 per share; 5,000,000 shares authorized; 3,000,000 issued and outstanding	4,200,000	4,200,000
Paid-in surplus	5,266,827	5,266,827
Unassigned surplus	44,271,741	46,073,238
Total capital and surplus	53,738,568	55,540,065
Total liabilities, capital and surplus	\$ 148,678,800	\$ 127,437,630

JAMES J. DEAN
Superintendent of Highways
Roadmaster II

Orangetown Representative:

R.C. Soil and 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



HIGHWAY DEPARTMENT
TOWN OF ORANGETOWN
119 Route 303 · Orangeburg, NY 10962
(845) 359-6500 · Fax (845) 359-6062
E-Mail – highwaydept@orangetown.com

MEMORANDUM

TO: James J Dean, Superintendent of Highways

FROM: Stephen F. Munno, Senior Administrative Assistant

DATE: March 22, 2019

RE: **Curbside Collection, Transportation and Disposal of Residential Recyclable Materials**

Please be advised, a request for bids (RFB) for Curbside Collection, Transportation and Disposal of Residential Recyclable Materials was advertised on February 20, 2019. Sealed bids were accepted at the Town Clerk's office until 10:30 am on March 14, 2019. The length of time the request for bids was advertised was three weeks or 16 business days.

The RFB for Curbside Collection, Transportation and Disposal of Residential Recyclable Materials was advertised in the Rockland Journal News, the Rockland County Times and the Our Town Newspaper. Additionally, the RFB was posted on the Empire State Purchasing Group (ESPG). It should be noted, a total of two hundred twenty-two (222) waste, rubbish, recycling and demolition removal companies as well as consulting firms were notified through the ESGP. Of those 222, nine of them provide garbage and waste removal services.

For your information, Sterling Carting, whom received the RFB from the Empire State Purchasing Group, submitted a freedom of information request for the previous awarded amount for the 2008 Curbside Collection, Transportation and Disposal of Residential Recyclable Materials Contract.

The result of the RFB, the Town received one bid from Charles Capasso and Sons. In summary, the per unit cost for the five year contract is broken down as follows; **2019**, \$5.50 per unit monthly for 11,427 units or \$754,182.00 annually; **2020**, \$6.00 per unit monthly for 11,427 units or \$822,744.00 annually; **2021**, \$6.50 per unit monthly for 11,427 units or \$891,306.00 annually; **2022**, \$7.00 per unit monthly for 11,427 units or \$959,868.00 annually; **2023**, \$7.50 per unit monthly for 11,427 units or \$1,028,430.00 annually.



RECEIVED

TOWN OF ORANGETOWN

MAR - 4 2019

SPECIAL USE PERMIT FOR USE OF TOWN PROPERTY

PERMIT # 19-52-07

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

American Legion Post 329
Pearl River, NY Attn: Scott Rutter

PEARL RIVER MEMORIAL DAY PARADE

ADDRESS: 30 Railroad Ave Pearl River, NY 10965

PHONE #: 845-709-4104

CELL #: 845-709-4104

FAX # N/A

RECEIVED
MAR 11 2019
Orangetown, NY

CHECK ONE: PARADE RACE/RUN/WALK OTHER

The above event will be held on Mon 27 May 2019 from 945AM to 1145AM RAIN DATE: N/A

Location of event: South Main St between Central and Franklin and around Braunsdorf Park

Sponsored by: American Legion Post 329 Pearl River NY Telephone #: 845-709-4104 Parade Chair: Mr

Address: 30 Rail Rd Ave Pearl River, NY 10965

Estimated # of persons participating in event: 500+ vehicles 10

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

Pearl River American Legion Post - Scott Rutter

Signature of Applicant: [Signature] Date: 21 MAR 2019

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS)

Letter of Request to Town Board requesting aid for event: N - Received On: 3.4.19

Certificate of Insurance: N - Received On: 3.4.19

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit: N - Received On: 3.4.19

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

NYS DOT Permit: Y / N - Received On: 3.4.19

Route/Map/Parking Plan: Y / N - Received On: 3.4.19

RFS #: 44007 BARRICADES: Y / N CONES: Y / N TRASH BARRELS: Y / N OTHER: RECEIVED

APPROVED: [Signature] DATE: 3.4.19 **MAR 19 2019**
Superintendent of Highways

FOR PARKS & RECREATION DEPARTMENT USE ONLY:
TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

Showmobile: Y / N Application Required: X Fee Paid - Amount/Check # _____

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

APPROVED: [Signature] DATE: 3/6/19
Superintendent of Parks & Recreation

PACKED DST WITH CHECK #222

FOR POLICE DEPARTMENT USE ONLY:

Police Detail: Y / N UNLOCK FLAG POLE Items: Bag parking meters

APPROVED: [Signature] DATE: 5/12/19
Chief of Police

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

Workshop Agenda Date: 3.26.19 Approved On: _____ TBR #: _____

RECEIVED

JAMES J. DEAN
Superintendent of Highways
Roadmaster II

MAR - 4 2019



HIGHWAY DEPARTMENT
TOWN OF ORANGETOWN
119 Route 303 • Orangeburg, NY 10962
(845) 359-6500 • Fax (845) 359-6062
E-mail - highwaydept@orangeburg.com

Orangeburg 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 Pearl River American Legion Post Scott Rutter ^{ATTN:} DATE 2 MAR 2019

COMPANY Pearl River American Legion Post

ADDRESS 30 Railroad Ave Pearl River NY 10965

TELEPHONE 845-709-4104 Scott Rutter

(INCLUDE 24 HOUR EMERGENCY NUMBERS)

ABOVE MENTIONED PARTY REQUESTS PERMISSION TO CLOSE:

South Main St between Central + Franklin and around Braunsdorf Park

(Address number and name of road) 1 * Please Bag meters around Park

(Intersecting streets and/or description of exact location) 0945-1145 AM

REASON FOR CLOSING Memorial Day Parade

DATE OF CLOSING Mon, MAY 27, 2019 RAIN DATE _____

TIME ROAD WILL BE CLOSED 945AM-1145 AM

WILL ROAD BE OPEN TO LOCAL TRAFFIC? NO

WILL ROAD BE OPEN TO EMERGENCY VEHICLES? Yes

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

PRELIMINARY APPROVAL [Signature] DATE 3-4-19

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.

8-13-02b/d
HAMELETS: PEARL RIVER • BLAUVELT • ORANGEBURG • TAPPAN • SPARKILL • PALISADES • UPPER GRANDVIEW
CLEAN STREETS—CLEAN STREAMS



MAR - 4 2019

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

Their Commitment. Our Commitment.

"The U.S. is obligated at every level (federal, state, local and community) to care for its Disabled Veterans."

Valor Network Inc.

7 Hemptor Rd
New City, NY 10956

04 MAR 2019

Town of Orangetown
26 Orangeburg Road
Orangeburg, New York 10962

Subject: Request for Barricade Support - Pearl River American Legion Memorial Day Parade - May 27, 2019

To Whom it May Concern;



In support of the 2019 Pearl River Memorial Day Parade on 27 MAY 2019 a request is made for barricades to support the control of traffic during the assembly and execution of the parade. Members and organizations participating in the parade will assemble on the 27th at 9:45 AM with the Parade beginning at 10:15 AM. The parade should be complete NLT 11:45. Information on the parade route has been provided in previous request packet to the Chief of Police and the Highway Department.

Thank you for your prompt attention to this request.

Respectfully Yours;



Scott E. Rutter
Parade Committee Chairman
Veteran
Direct: 845-709-4104
scotrutterfnc@gmail.com

www.valornetwork.com

MAR - 4 2019

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

Their Commitment. Our Commitment.

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Valor Network Inc.

7 Hemptor Rd
New City, NY 10956

04 MAR 2019

Chief Kevin Nulty
Orangetown Police Department
26 Orangeburg Road
Orangeburg, New York 10962

Re: Pearl River American Legion Memorial Day Parade – Monday, May 27, 2019

Dear Chief Nulty:

Enclosed please find the application of the Pearl River American Legion Post 329 to conduct its Annual Memorial Day Parade on May 27, 2019.

Attached to the application is the certificate of insurance for \$1,000,000 naming the American Legion as the insured and the Town of Orangetown as an additional insured.

Request that the Park Booth/Sub-station in open and the flag pole unlocked by 8:30 PM. Further request that the parking meters by the park are bagged by 9 AM on Parade Day.

I have forwarded this packet to the Orangetown Highway Department. In the near future you will receive their approval and supporting documents.

Please note that to help with coverage issues your police department has with several parades being held in Orangetown at approximately the same time, we are starting the parade at 10:15 AM (March Time) with a 9:45 AM Assembly Time).

Thank you for your prompt attention to this request.

Respectfully Yours;



Scott E. Rutter
Parade Committee Chairman
Veteran
Direct: 845-709-4104
scottrutterfnc@gmail.com

ENCLs

www.valornetwork.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/01/2019

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**

PRODUCER
Raymond Sheridan Financial Inc
19 E. Washington Ave.
Pearl River, NY 10965
Raymond Sheridan

MAR - 4 2019

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT
American Legion Post 3291
30 Railroad Ave
Pearl River, NY 10965

CONTACT NAME: _____
PHONE (A/C No. Ext): _____ FAX (A/C No.): _____
E-MAIL ADDRESS: _____
PRODUCER CUSTOMER ID # AMERI-1

INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A: Associated Mutual
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

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	ADDITIONAL INSURER (MM/DD/YYYY)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		80034283	12/02/2018	12/02/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/PROP AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$
	ANY AUTO					
	ALL OWNED AUTOS					
	SCHEDULED AUTOS					
	HIRED AUTOS					
	NON-OWNED AUTOS					
	UMBRELLA L/AB					EACH OCCURRENCE \$ AGGREGATE \$
	EXCESS L/AB					
	DEDUCTIBLE					
	RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPERTY PARTNER/EXECUTIVE OFFICER(S) EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					Y/N N/A IWC STATL TORT LIMITS OTH-ER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

County of Rockland
11 New Hempstead Road
New City, NY 10956

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

ACORD 25 (2009/09)

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FOUNDATION

P.O. Box 302
Sparkill, NY 10976
www.dennismchugh.org

January 18, 2019

Mark Albert,
Park and Recreation Supervisor
Town of Orangetown
81 Hunt Road
Orangeburg, NY 10962

Dear Mark:

The Dennis P. McHugh Foundation's 15th Annual Run for Fun and Family Fair will be held June 1, 2018, at 9:30 AM at Fly Wheel Park in Piermont, New York. The run has established itself as a significant community event. The town donated portable toilets for last year's event, and we would like to request them again for this year's event. We are requesting a total of 6 units (2 of which are ADA compliant).

We were also wondering if you had an amplifier or megaphone for DMP Run for Fun coordinator to use to communicate with the participants of the run.

Thanks, in advance for your help. Please let me know if you have any questions or need further information.

Sincerely,

Una McHugh
845-359-9110
914-450-0312

BID ITEM

Repairs to Athlete Court Facilities at
Various Parks

SHEET

1 OF 1

BID OPENING TIME

11:00AM

DATE

March 20, 2019

CONTRACTOR
NAME
&
ADDRESS

SPORT-TECH
BREWSTER, NY

DATE RECEIVED

3/19/19

TIME RECEIVED

3:22pm

NON COLLUSION
STATEMENT

✓

BID BOND or
CERTIFIED CHECK

✓

Veterans Memorial Park

Crack Repair:

In-Line Rink	\$ 7300.00	\$	\$	\$	\$
Basketball Court	\$ 3100.00	\$	\$	\$	\$
Tennis Court (alternate)	\$ 3340.00	\$	\$	\$	\$
Batting Cage (alternate)	\$ 2000.00	\$	\$	\$	\$

Independence Park

Crack Repair

Tennis Court	\$ 10000.00	\$	\$	\$	\$
Basketball Court (alternate)	\$ 13300.00	\$	\$	\$	\$

Pressure Washing

Tennis Court	\$ 4400.00	\$	\$	\$	\$
--------------	------------	----	----	----	----

Striping

Handball Court (alternate)	\$ 450.00	\$	\$	\$	\$
<i>per set of lines</i>					

Cherry Brook Park

Crack Repair

Tennis Court	\$ 6670.00	\$	\$	\$	\$
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Striping

Handball Court (alternate)	\$ 450.00	\$	\$	\$	\$
----------------------------	-----------	----	----	----	----

BID BOND

Know all men by these presents, that we, the undersigned _____

Sport-Tech Acrylics Corp., 410 Route 22, Brewster, NY 10509

As principal, and Aegis Security Insurance Company, 4507 North Front Street, Suite 200, Harrisburg, PA 17110

as Surety are hereby held and firmly bound unto the Town of Orangetown

in the penal sum of ***Five Percent (5%) of the Amount Bid***

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this 20th day of March 2019

The condition of the above obligation is such that whereas the Principal has submitted to the Town of Orangetown a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for

2019 Bid for Repairs to Athletic Court Facilities at Various Parks Within the Town of Orangetown

NOW THEREFORE,

- (a) If said Bid shall be rejected, or, in the alternate
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form of a Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful respects perform the agreement created by the acceptance of said bid.

Then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Principal may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Sport-Tech Acrylics Corp.
Michael Edgerton (L.S.)
Principal Michael Edgerton, President

Aegis Security Insurance Company
Surety
By Diana Toledo
Diana Toledo, Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of New York)
County of Putnam) ss:

On this 18 day of March 2019,
before me personally came

Michael Edgerton, to me known, who,
being by me duly sworn, did depose and say: that he resides at
34 Rocky Hill Road New Fairfield, CT 06812
that he is the President of Sport-Tech Acrylics Corp.

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals is affixed by order of the directors of said corporation; and that he signed his name thereto by like order.

[Signature]
Notary Public

Both Golden
Notary Public New York
Reg. No. 01 GO 6216912
My Commission Expires on 1 2022

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

State of)
) ss:
County of)

On this _____ day of _____, 20____, before
me personally came _____, to me known
and known to me to be one of the members of the firm of;

described in and who executed the foregoing instrument and he
acknowledged to me that he executed the same as and for the act and
deed of said firm.

Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of)
) ss:
County of)

On this _____ day of _____, 20____, before
me personally came _____, to me
known and known to be the person described in and who executed the
foregoing instrument and acknowledged that he executed the same.

Notary Public

Affix Acknowledgment and Justification of Sureties

THIS POWER NULL AND VOID IF NUMBER IS NOT IN RED
POWER CERTIFICATE NO. NY 196

AEGIS SECURITY INSURANCE COMPANY
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT AEGIS SECURITY INSURANCE COMPANY does hereby make, constitute and appoint: JEFFREY P. DELDIN, RAEGAN GUGLIELMO, CHRISTOPHER GREENE, DIANA TOLEDO

its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf surety bonds, undertaking and other instruments of similar nature as follows: \$5 MILLION

This Power of Attorney is granted and sealed under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 4th day of February, 1993.

"Resolved, That the President, any Vice President, the Secretary and any Assistant Secretary appointed for that purpose by the officer in charge of surety operations shall each have authority to appoint individuals as Attorney-in-Fact or under other appropriate titles with authority to execute on behalf of the Company, fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such an appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal or facsimile thereof may be imposed or fixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

"Resolved, That the signature of each of the following officers; President, Vice President, any Assistant Vice President, any Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any Certificate relating thereto, appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for the purpose only of executing and attesting bonds and undertaking and other writings upon the Company and any such power required and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, AEGIS SECURITY INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by its President this 19th day of October, 2018.

AEGIS SECURITY INSURANCE COMPANY

By:

W. J. Wollyung III

W. J. WOLLYUNG, III
President

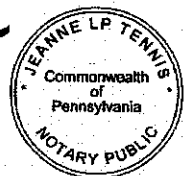


Commonwealth of Pennsylvania }
County of Dauphin } s.s.: Harrisburg

On this 19th day of October, 2018, before me personally came William J. Wollyung, III to me known, who being by me duly sworn, did depose and say that he is President of AEGIS SECURITY INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation, that the seal affixed to the 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.

Jeanne LP Tennis

JEANNE LP TENNIS
Notary Public
My Commission Expires June 16, 2021



I, the undersigned, Secretary of AEGIS SECURITY INSURANCE COMPANY, a Pennsylvania corporation, DO HEREBY CERTIFY that the foregoing and 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 said Power of Attorney, is now in force.

Signed and sealed at the City of Harrisburg, in the Commonwealth of Pennsylvania, dated this 20th day of March, 2019

Rebecca J. Liddick

REBECCA J. LIDDICK
Secretary



Aegis Security Insurance Company

Statements of Admitted Assets, Liabilities and Capital and Surplus - Statutory Basis

	As of December 31,	
	2017	2016
Admitted Assets		
Bonds	\$ 59,413,126	\$ 50,929,359
Preferred stocks	559,219	446,212
Common stocks - unaffiliated	10,130,928	8,406,062
Common stocks - affiliate	17,834,418	16,949,467
Cash, cash equivalents and short-term investments	16,847,253	12,732,874
Other invested assets	3,750,000	3,750,000
	108,534,944	93,213,974
Total cash, cash equivalents and invested assets		
Accrued investment income	537,640	482,598
Premium receivable and agent balances due	27,517,072	26,115,723
Reinsurance recoverable on paid losses	4,649,361	3,450,058
Federal income tax receivable	1,184,982	467,965
Net admitted deferred tax asset	2,831,492	3,665,301
Other assets	-	35,311
Receivable from parent, subsidiaries and affiliates	3,423,309	6,700
Total assets	\$ 148,678,800	\$ 127,437,630
Liabilities, Capital and Surplus		
Liabilities:		
Losses and LAE	\$ 25,724,886	\$ 23,278,093
Reinsurance payable on paid loss and LAE	88,380	345,036
Unearned premiums	50,735,681	32,215,782
Commissions payable	1,458,140	868,762
Accounts payable and accrued expenses	658,479	520,097
Taxes, licenses and fees payable	1,073,568	806,060
Ceded reinsurance premiums payable	10,838,092	9,283,899
Funds held under reinsurance treaties	-	2,346
Amounts withheld for account of others	3,493,569	4,570,068
Payable for securities	869,437	7,422
Total liabilities	94,940,232	71,897,565
Capital and surplus:		
Common stock, par value \$1.40 per share; 5,000,000 shares authorized; 3,000,000 issued and outstanding	4,200,000	4,200,000
Paid-in surplus	5,266,827	5,266,827
Unassigned surplus	44,271,741	46,073,238
Total capital and surplus	53,738,568	55,540,065
Total liabilities, capital and surplus	\$ 148,678,800	\$ 127,437,630

POWER OF ATTORNEY ACKNOWLEDGMENT

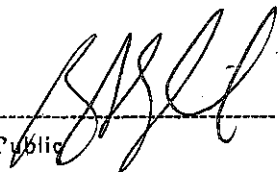
STATE OF New York

COUNTY OF Putnam

On this 20th day of March, 2019, before me

personally came Diana Toledo, to me known, who being duly sworn, did depose and say that he is an attorney-in-fact of

Aegis Security Insurance Company, the corporation described in and which executed the above instrument, that he knows the seal of said such corporation; that the seal affixed to said instrument is such of said corporate seal; that it was so affixed by authority of the Board of Directors of said corporation by authority of his office under the Standing Resolutions thereof.


Notary Public

My Commission Expires _____

RAEGAN A. GUGLIELMO
Notary Public, State of New York
No. 01GU62707380
Qualified in Putnam County
Term Expires June 15, 2021

PROPOSAL

PROPOSAL

**FOR: PROVIDING REPAIRS TO ATHLETIC COURT FACILITES AT VARIOUS PARKS
WITHIN THE TOWN OF ORANGETOWN, ROCKLAND COUNTY, NEW YORK**

**TO: TOWN BOARD, TOWN OF ORANGETOWN, TOWN HALL
NO. 26 ORANGEBURG ROAD, ORANGEBURG, NEW YORK 10962**

Pursuant to and in accordance with your advertisement for NOTICE TO BIDDERS, dated March 4, 2019, and the Contract Documents relating thereto, the undersigned hereby offers to furnish all things necessary or proper for, and incidental to the scope of work for which he/she is submitting a proposal as described above, complete, together with all appurtenances and appurtenant work, for the price set forth in the following schedule, and as required by, and in strict accordance with the plans, specifications, and other Contract Documents therefore, including all addenda issued by the Owner and mailed to the undersigned, prior to the opening of proposals, whether received by the undersigned or not.

The undersigned, having a principal place of business at 410 Route 22
Brewster, NY 10509

and being experienced and responsible for the performance of same, proposes to provide a Proposal for REPAIRS TO ATHLETIC COURT FACILITIES AT VARIOUS PARK WITH THE TOWN OF ORANGETOWN, ROCKLAND COUNTY, NEW YORK, according to the *Scope of Work* and directions of the Director of Parks, Recreation and Facilities. It is also understood that the Contractor shall furnish all labor, equipment, materials and services, and shall include all items of cost, overhead and profit to perform and complete all work for the following price(s). In the event of a discrepancy, the amount shown in words shall govern:

Due to budgetary restrictions, the TOWN may NOT award all items.

Veterans Memorial Park

Crack Repair:	In-Line Rink	\$ <u>7,300.⁰⁰</u>
	Basketball Court	\$ <u>3,100.⁰⁰</u>
	Tennis Court (alternate)	\$ <u>3,340.⁰⁰</u>
	Batting Cage (alternate)	\$ <u>2,000.⁰⁰</u>

Independence Park

Crack Repair:	Tennis Court	\$ <u>10,000.00</u>
	Basketball Court (alternate)	\$ <u>13,300.00</u>
Pressure Washing*	Tennis Court	\$ <u>4,400.00</u>
Striping:	Handball Court (alternate)	\$ <u>450.00 per set of lines</u>

Cherry Brook Park

Crack Repair:	Tennis Court	\$ <u>6,670.00</u>
Striping:	Handball Court (alternate)	\$ <u>450.00 per set of lines</u>

*PRESSURE WASHING - Utilizing a walk behind pressure washer unit with a minimum PSI of 4000 and Max Flow of 6GPM, remove all dirt, mildew and other contaminants for the entire surface area. Thoroughly air blow and clean the entire court surface.

All bids will be honored and prices shall remain in effect for one (1) year from the date of the signed Agreement.

Each proposal must be accompanied by a certified check of the bidder or a bid bond satisfactory to the Town of Orangetown, duly executed by the bidder as principal, having surety thereon, a surety company approved by the Town of Orangetown in the amount of five percent (5%) of the bid.

Repairs shall be made within SIXTY (60) DAYS, weather permitting, upon request from the date of notification of award, and upon execution of the contract.

Requirements:

Potential vendors are advised that the Town of Orangetown is a municipality and New York State Prevailing Wage Schedule requirements may apply to some or all of the contracts. Bid prices should be reflective of the current rate schedule and all buildings related to the contract should include a copy of the companies certified payroll where necessary.

Pre-Bid Site Visit:

A site visit / walk-through may be scheduled at the Office of Parks and Recreation, 81 Hunt Road, Orangeburg, New York by calling (845) 359-6503 or emailing agorton@orangetown.com.

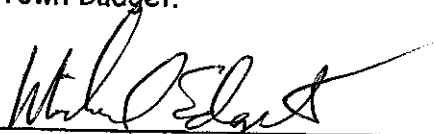
It is understood that there must be a written contract executed by the Supervisor of the Town of Orangetown pursuant to Town Board Resolution.

The Non-collusion Statement attached hereto forms a part of this bid.

No bid will be accepted without a **Non-collusion Statement** as required to Section 103d of the General Municipal Law.

No contract is deemed to have been created until approved by the Town Board and the Town Attorney, and until after it has been executed by the Supervisor of the Town of Orangetown, at the direction of the Town Board. All contractors are subject to appropriations approved by the Town Board, after having been provided for in the Town Budget.

DATED: March 18, 2019


NAME Michael Edgerton

President
TITLE

Sport-Tech Acrylics Corp.
FIRM NAME

medgerton@sporttechaerlyics.com
EMAIL ADDRESS

NON-COLLUSION STATEMENT

NON-COLLUSIVE BIDDING CERTIFICATE

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

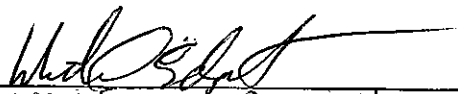
- (A) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- (1) The prices in this bid have been arrived 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 the 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 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 furnish with the bid a signed statement which sets forth in details the reasons therefore. 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 his 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 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 the bidder or person signing on behalf of the bidder and affirmed as true under penalties of perjury.

DATED: March 18, 2019

BY: 
Michael Edgerton, President

FOR: Sport-Tech Acrylics Corp.

410 Route 22 Brewster, NY 10509

Price Sheet

Due to budgetary restriction the Town may NOT award all items.

Veterans Memorial Park

- Crack Repair: \$ 7,300.⁰⁰ In-Line Rink
- \$ 3,100.⁰⁰ Basketball Court (alternate)
- \$ 3,340.⁰⁰ Tennis Court (alternate)
- \$ 2,000.⁰⁰ Batting Cage (alternate)

Independence Park

- Crack Repair \$ 10,000.⁰⁰ Tennis
- \$ 13,300.⁰⁰ Basketball (alternate)
- Pressure Washing* \$ 4,400.⁰⁰ Tennis Court
- Striping \$ 450.⁰⁰/set Handball (alternate)

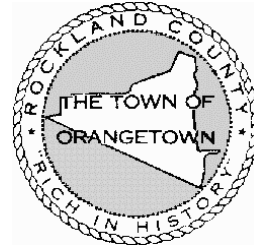
Cherry Brook Park

- Crack Repair \$ 6,670.⁰⁰ Tennis
- Striping \$ 450.⁰⁰/set Handball (alternate)

***PRESSURE WASHING** – Utilizing a walk behind pressure washer unit with a minimum PSI of 4000 and Max Flow of 6GPM, remove all dirt, mildew and other contaminants for the entire surface area. Thoroughly air blow and clean the entire court surface.

**TOWN OF ORANGETOWN
FINANCE OFFICE MEMORANDUM**

TO: THE TOWN BOARD
FROM: JEFF BENCIK, *DIRECTOR OF FINANCE*
SUBJECT: AUDIT MEMO
DATE: 03/25/19
CC: DEPARTMENT HEADS



The audit for the Town Board Meeting of 3/12/19 consists of 2 warrants for a total of \$1,611,693.73.

The first warrant had 1 vouchers for \$21,350.22 and was for Highway crack sealing (Sealcoat USA).

The second warrant had 210 vouchers for \$,590,343.51 and had the following items of interest.

1. Applied Golf Blue Hill (p5) - \$252,500 (2 months management fee)
2. Applied Golf Broadacres (p6) - \$119,000 (2 months management fee)
3. Atlantic Salt (p7) - \$36,293.47 for Highway salt purchases.
4. Beckerle (p14) - \$5,362.47 for various departments' supplies.
5. BPAS Actuarial Services (p15) - \$7,750 for actuarial and pension accounting.
6. CSEA Employee Benefit Fund (p19) - \$31,619.19 for CSEA healthcare.
7. DELL (p22) - \$11,306.57 for computers townwide.
8. Edwards Ehrbar, Inc. (p23) – for Highway equipment (bonded).
9. ESC Environmental (p23) - \$7,716.10 for DEME chemicals.
10. General Code (p27) - \$41,350.33 for Central Data user fees.
11. GHD Consulting (p28) - \$9,100 for chlorine reduction.
12. Global Montello (p29) - \$15,315.69 for fuel.
13. Helmke (p32) - \$12,530 for OHA snow removal.
14. NYS Dept. of Civil Service (p35) - \$764,455.41 for CSEA Healthcare benefits.
15. Sprague Operating Resources (p58) - \$16,066.98 for fuel.
16. State Comptroller (p62) - \$43,410 for Justice fins.

17. Vermeer (p69) - \$54,138 for Highway Equipment (bonded)

18. Virtuit Systems (p70) - \$7,825.92 for Central Data programs.

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

Jeffrey W. Bencik
845-359-5100 x2204