

Town of Orangetown

DRAFT MS4 Annual Report

Year 16

Prepared by: The Department of Environmental Management and Engineering

Date: May 2, 2019

MS4 Annual Report Cover Page

MCC form for period ending March 9, 2019

**This cover page must be completed by the report preparer.
Joint reports require only one cover page.**

SPDES ID

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Choose one:

This report is being submitted on behalf of an individual MS4.

Fill in SPDES ID in upper right hand corner.

Name of MS4

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OR

This report is being submitted on behalf of a Single Entity

(Per Part II.E of GP-0-10-002)

Name of Single Entity

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OR

This is a joint report being submitted on behalf of a coalition.

Provide SPDES ID of each permitted MS4 included in this report. Use page 2 if needed.

Name of Coalition

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MS4 Annual Report Cover Page

MCC form for period ending March 9, 2019

Provide SPDES ID of each permitted MS4 included in this report.

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MS4 Municipal Compliance Certification(MCC) Form

MCC form for period ending March 9, 2 0 1 9

Name of MS4

SPDES ID

Section 2 - Contact Information

Important Instructions - Please Read

Contact information must be provided for *each* of the following positions as indicated below:

1. Principal Executive Officer, Chief Elected Official or other qualified individual (per GP-0-08-002 Part VI.J).
2. Duly Authorized Representative (Information for this contact must only be submitted if a Duly Authorized Representative is signing this form)
3. The Local Stormwater Public Contact (required per GP-0-08-002 Part VII.A.2.c & Part VIII.A.2.c).
4. The Stormwater Management Program (SWMP) Coordinator (Individual responsible for coordination/implementation of SWMP).
5. Report Preparer (Consultants may provide company name in the space provided).

A separate sheet must be submitted for each position listed above unless more than one position is filled by the same individual. If one individual fills multiple roles, provide the contact information once and check all positions that apply to that individual.

If a new Duly Authorized Representative is signing this report, their contact information must be provided and a signature authorization form, signed by the Principal Executive Officer or Chief Elected Official must be attached.

For each contact, select all that apply:

- Principal Executive Officer/Chief Elected Official
- Duly Authorized Representative
- Local Stormwater Public Contact
- Stormwater Management Program (SWMP) Coordinator
- Report Preparer

First Name MI Last Name

Title

Address

City State Zip

eMail

Phone County

MS4 Municipal Compliance Certification(MCC) Form

MCC form for period ending March 9, 2 0 1 9

Name of MS4 TOWN OF ORANGETOWN

SPDES ID
N Y R 2 0 A 4 7 1

Section 2 - Contact Information

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Contact information must be provided for each of the following positions as indicated below:

- 1. Principal Executive Officer, Chief Elected Official or other qualified individual (per GP-0-08-002 Part VI.J).
- 2. Duly Authorized Representative (Information for this contact must only be submitted if a Duly Authorized Representative is signing this form)
- 3. The Local Stormwater Public Contact (required per GP-0-08-002 Part VII.A.2.c & Part VIII.A.2.c).
- 4. The Stormwater Management Program (SWMP) Coordinator (Individual responsible for coordination/implementation of SWMP).
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For each contact, select all that apply:

- Principal Executive Officer/Chief Elected Official
- Duly Authorized Representative
- Local Stormwater Public Contact
- Stormwater Management Program (SWMP) Coordinator
- Report Preparer

First Name B r u c e MI W Last Name P e t e r s , P . E .

Title E n g i n e e r I I I

Address 1 2 7 R o u t e 3 0 3

City O r a n g e b u r g State N Y Zip 1 0 9 6 2 -

eMail b p e t e r s @ o r a n g e t o w n . c o m

Phone (8 4 5) 3 5 9 - 6 5 0 2 County R o c k l a n d

MS4 Municipal Compliance Certification (MCC) Form

MCC form for period ending March 9, 2 0 1 9

Name of MS4 TOWN OF ORANGETOWN

SPDES ID

N Y R 2 0 A 4 7 1

Section 3 - Partner Information

Did your MS4 work with partners/coalition to complete some or all permit requirements during this reporting period? Yes No

If Yes, complete information below.

Submit a separate sheet for each partner. Information provided in other formats will not be accepted. If your MS4 cooperated with a coalition, submit one sheet with the name of the coalition. It is not necessary to include a separate sheet for each MS4 in the coalition.

If No, proceed to Section 4 - Certification Statement.

Partner/Coalition Name

C o r n e l l C o o p e r a t i v e E x t e n s i o n

Partner/Coalition Name (con't.)

SPDES Partner ID - If applicable

N Y R 2 0

Address

1 0 P a t r i o t H i l l s D r i v e

City

S t o n y P o i n t

State

N Y

Zip

1 0 9 8 0 -

eMail

Phone

(8 4 5) 4 2 9 - 8 6 6 7

Legally Binding Agreement in accordance with GP-0-08-002 Part IV.G.? Yes No

What tasks/responsibilities are shared with this partner (e.g. MM1 School Programs or Multiple Tasks)?

MM1 T a r g e t e d P u b l i c E d . & O u t r e a c h

MM2 P u b l i c I n v o l v e m e n t / P a r t .

MM3

MM4

MM5

MM6 G o o d H o u s e k e e p i n g / i l l i c i t d i s

Additional tasks/responsibilities

Watershed Improvement Strategy Best Management Practices required for MS4s in impaired watersheds included in GP-0-08-002 Part IX.

MS4 Municipal Compliance Certification(MCC) Form

MCC form for period ending March 9, 2 0 1 9

Name of MS4

SPDES ID
N Y R 2 0 A 4 7 1

Section 4 - Certification Statement

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

This form must be signed by either a principal executive officer or ranking elected official, or duly authorized representative of that person as described in GP-0-08-002 Part VI.J.

First Name MI Last Name

Title (Clearly print title of individual signing report)

Signature

Date
 / / 2 0 1 9

Send completed form and any attachments to the DEC Central Office at:

MS4 Permit Coordinator
Division of Water
4th Floor
625 Broadway
Albany, New York 12233-3505

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

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SPDES ID

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3. What strategies did your MS4/Coalition use to achieve education and outreach goals during this reporting period? Check all that apply:

- | | | | | | | | |
|--|---------------------|--|---|---|---|---|---|
| <input type="radio"/> Construction Site Operators Trained | # Trained | <table border="1" style="width: 100%; height: 20px;"><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table> | | | | | |
| | | | | | | | |
| <input checked="" type="radio"/> Direct Mailings | # Mailings | <table border="1" style="width: 100%;"><tr><td>2</td><td>0</td><td>0</td><td>0</td><td>0</td></tr></table> | 2 | 0 | 0 | 0 | 0 |
| 2 | 0 | 0 | 0 | 0 | | | |
| <input checked="" type="radio"/> Kiosks or Other Displays | # Locations | <table border="1" style="width: 100%;"><tr><td> </td><td> </td><td> </td><td> </td><td>5</td></tr></table> | | | | | 5 |
| | | | | 5 | | | |
| <input type="radio"/> List-Serves | # In List | <table border="1" style="width: 100%;"><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table> | | | | | |
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| <input checked="" type="radio"/> Mailing List | # In List | <table border="1" style="width: 100%;"><tr><td>1</td><td>0</td><td>0</td><td>0</td><td>0</td></tr></table> | 1 | 0 | 0 | 0 | 0 |
| 1 | 0 | 0 | 0 | 0 | | | |
| <input checked="" type="radio"/> Newspaper Ads or Articles | # Days Run | <table border="1" style="width: 100%;"><tr><td> </td><td> </td><td> </td><td> </td><td>6</td></tr></table> | | | | | 6 |
| | | | | 6 | | | |
| <input checked="" type="radio"/> Public Events/Presentations | # Attendees | <table border="1" style="width: 100%;"><tr><td> </td><td>2</td><td>0</td><td>0</td><td>0</td></tr></table> | | 2 | 0 | 0 | 0 |
| | 2 | 0 | 0 | 0 | | | |
| <input type="radio"/> School Program | # Attendees | <table border="1" style="width: 100%;"><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table> | | | | | |
| | | | | | | | |
| <input type="radio"/> TV Spot/Program | # Days Run | <table border="1" style="width: 100%;"><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table> | | | | | |
| | | | | | | | |
| <input checked="" type="radio"/> Printed Materials: | Total # Distributed | <table border="1" style="width: 100%;"><tr><td>2</td><td>2</td><td>0</td><td>0</td><td>0</td></tr></table> | 2 | 2 | 0 | 0 | 0 |
| 2 | 2 | 0 | 0 | 0 | | | |

Locations (e.g. libraries, town offices, kiosks)

C	C	E		E	d	u	c	a	t	i	o	n		C	e	n	t	e	r	
H	o	m	e	/		G	a	r	d	e	n		S	h	o	w				
L	i	b	r	a	r	i	e	s												
V	a	r	i	o	u	s		O	p	e	n		H	o	u	s	e	s		

Other:

L	a	n	d	s	c	a	p	e	r		C	l	a	s	s	e	s		
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Web Page: Provide specific web addresses - not home page. Continue on next page if additional space is needed.

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MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

TOWN OF ORANGETOWN

SPDES ID

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4. Evaluating Progress Toward Measurable Goals MCM 1

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

The first evaluation is done immediately following most CCE classes/ seminars. In such cases, the participants are asked to name at least one of the Best Management Practices that they intend to use on their property.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

Fertilizer Law Class - 3 in attendance - participants offered written evaluations immediately following classes, MS4 consortium meetings - 7 meetings, 12 Public Radio Spots, Cornell Cooperative created: a new storm water interactive map and a new "Dont Flush Wipes" game. CCE public workshops on "Recycling Rain Water" and "Water-Wise Landscaping." Keep Rockland Beautiful Cleanup days (65 volunteers) Orangetown's H4H Green Infrastructure Comm.- 4 meetings.

C. How many times was this observation measured or evaluated in this reporting period?

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(ex.: samples/participants/events)

D. Has your MS4 made progress toward this Measurable Goal during this reporting period?

Yes No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

Yes No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

MCM #1 - CCE will continue to develop, shape and improve their educational programs about stormwater management for municipal employees within the MS4 district as well as previous public programs and trainings already in place.

MCM #2 - CCE will continue to recruit volunteers and collaborate with other organizations (KRB, Environment Educators of RC) to promote storm drain marking, litter cleanup, cont. litter hotline.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2019

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition SPDES ID

3. Where can the public access copies of this annual report, Stormwater Management Program SWMP) Plan and submit comments on those documents?

Enter address/contact info and select radio button to indicate which document is available and whether comments may be submitted at that location. Submit additional pages as needed.

MS4/Coalition Office Annual Report SWMP Plan Comments

Department

Address

City Zip

Phone

Library Annual Report SWMP Plan Comments

Address

City Zip

Phone

Other Annual Report SWMP Plan Comments

Address

City Zip

Phone

Web Page URL: Annual Report SWMP Plan Comments

Please provide specific address of page where report can be accessed - not home page.

eMail Comments

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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Name of MS4/Coalition

TOWN OF ORANGETOWN

SPDES ID

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4.a. If this report was made available on the internet, what date was it posted?

Leave blank if this report was not posted on the internet.

0	5	/	0	7	/	2	0	1	9
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4.b. For how many days was/will this report be posted?

3	6	5
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If submitting a report for single MS4, answer 5.a.. If submitting a joint report, answer 5.b..

5.a. Was an Annual Report public meeting held in this reporting period?

Yes No

If Yes, what was the date of the meeting?

0	5	/	1	5	/	2	0	1	8
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If No, is one planned?

Yes No

5.b. Was an Annual Report public meeting held for all MS4s contributing to this report during this reporting period?

Yes No

If No, is one planned for each?

Yes No

6. Were comments received during this reporting period?

Yes No

If Yes, attach comments, responses and changes made to SWMP in response to comments to this report.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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Name of MS4/Coalition

TOWN OF ORANGETOWN

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7. Evaluating Progress Toward Measurable Goals MCM 2

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Attendees at public meetings, number of letters/phone calls/ and emails received

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

No significant increase in public meeting attendance, no letters, phone calls or email questions received.

C. How many times was this observation measured or evaluated in this reporting period?

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(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

Yes No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

Yes No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Continue tracking any comments, inquiries from the public.
 Improve public awareness.

MS4 Annual Report Form

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Name of MS4/Coalition

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3.b. What types of illicit discharges have been found during this reporting period?

- Broken Lines From Sanitary Sewer Industrial Connections
- Cross Connections Inflow/Infiltration
- Failing Septic Systems Pump Station Failure
- Floor Drains Connected To Storm Sewers Sanitary Sewer Overflows
- Illegal Dumping Straight Pipe Sewer Discharges
- Other: None

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4. How many illicit discharges/potential illegal connections have been detected during this reporting period?

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5. How many illicit discharges have been confirmed during this reporting period?

		8
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6. How many illicit discharges/illegal connections have been eliminated during this reporting period?

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7. Has the storm sewershed mapping been completed in this reporting period?

Yes No

If No, approximately what percent was completed in this reporting period?

	9	9	%
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8. Is the above information available in GIS?

Yes No

Is this information available on the web?

Yes No

If Yes, provide URL(s):

Please provide specific address of page where map(s) can be accessed - not home page.

URL

URL

MS4 Annual Report Form

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Name of MS4/Coalition

TOWN OF ORANGETOWN																								
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SPDES ID

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8. URL(s) con't.:

Please provide specific address of page where map(s) can be accessed - not home page

URL

URL

URL

URL

URL

9. Has an IDDE law been adopted for each traditional MS4 and/or have IDDE procedures been approved for all non-traditional MS4s contributing to this report? Yes No

10. If Yes, has every traditional MS4 contributing to this report certified that this law is equivalent to the NYS Model IDDE Law? Yes No NT

11. What percent of staff in relevant positions and departments has received IDDE training?

	2	5
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 %

MS4 Annual Report Form

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12. Evaluating Progress Toward Measurable Goals MCM 3

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Number of illicit discharges detected, identified, eliminated (including: failing septic systems, sanitary sewer overflows, illegal dumping and broken sanitary sewer lines). Number of IDDE NOVs issued (1.) Linear feet of sanitary mains tv'd. Number of manholes outfitted with inserts in high I & I areas, Number of linear feet of sanitary mains slip lined. Number of manholes rehabed.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

Use of tracking system for illicit discharges. All broken sanitary forcemain repaired (1), sanitary sewer overflows corrected/ fixed (7.) The Town tv'd, cleaned approximately 20,130 LF of sanitary sewer mains in the current reporting year, Replaced approximately 31 LF of damaged sanitary mains.

C. How many times was this observation measured or evaluated in this reporting period?

			8
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(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

Yes No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

Yes No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

The Town will be replacing 1,582 linear feet of 6 inch sanitary piping with 8 inch pvc. Review I & I program with an emphasis on spot repairs, manhole inserts, slip lining and manhole rehabilitation.

MS4 Annual Report Form

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TOWN OF ORANGETOWN

SPDES ID

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Minimum Control Measures 4 and 5.
Construction Site and Post-Construction Control

The information in this section is being reported (check one):

- On behalf of an individual MS4
- On behalf of a coalition

How many MS4s contributed to this report?

--	--	--

1a. Has each MS4 contributing to this report adopted a law, ordinance or other regulatory mechanism that provides equivalent protection to the NYS SPDES General Permit for Stormwater Discharges from Construction Activities? Yes No

1b. Has each Town, City and/or Village contributing to this report documented that the law is equivalent to a NYSDEC Sample Local Law for Stormwater Management and Erosion and Sediment Control through either an attorney certification or using the NYSDEC Gap Analysis Workbook? Yes No NT

If Yes, Towns, Cities and Villages provide date of equivalent NYS Sample Local Law.
 09/2004 03/2006 NT

2. Does your MS4/Coalition have a SWPPP review procedure in place? Yes No

3. How many Construction Stormwater Pollution Prevention Plans (SWPPPs) have been reviewed in this reporting period?

	1	7
--	---	---

4. Does your MS4/Coalition have a mechanism for receipt and consideration of public comments related to construction SWPPPs? Yes No NT

If Yes, how many public comments were received during this reporting period?

		0
--	--	---

5. Does your MS4/Coalition provide education and training for contractors about the local SWPPP process? Yes No

6. Identify which of the following types of enforcement actions you used during the reporting period for construction activities, indicate the number of actions, or note those for which you do not have authority:

- | | | | | | | | | |
|--|---|---|--|--|--|--|--|------------------------------------|
| <input type="radio"/> Notices of Violation | # | <table border="1"><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table> | | | | | | <input type="radio"/> No Authority |
| | | | | | | | | |
| <input type="radio"/> Stop Work Orders | # | <table border="1"><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table> | | | | | | <input type="radio"/> No Authority |
| | | | | | | | | |
| <input type="radio"/> Criminal Actions | # | <table border="1"><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table> | | | | | | <input type="radio"/> No Authority |
| | | | | | | | | |
| <input type="radio"/> Termination of Contracts | # | <table border="1"><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table> | | | | | | <input type="radio"/> No Authority |
| | | | | | | | | |
| <input type="radio"/> Administrative Fines | # | <table border="1"><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table> | | | | | | <input type="radio"/> No Authority |
| | | | | | | | | |
| <input type="radio"/> Civil Penalties | # | <table border="1"><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table> | | | | | | <input type="radio"/> No Authority |
| | | | | | | | | |
| <input type="radio"/> Administrative Orders | # | <table border="1"><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table> | | | | | | <input type="radio"/> No Authority |
| | | | | | | | | |
| <input type="radio"/> Enforcement Actions or Sanctions | # | <table border="1"><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table> | | | | | | |
| | | | | | | | | |
| <input type="radio"/> Other | # | <table border="1"><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table> | | | | | | <input type="radio"/> No Authority |
| | | | | | | | | |

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	1	9
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

TOWN OF ORANGETOWN

SPDES ID

N	Y	R	2	0	A	4	7	1
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Minimum Control Measure 4. Construction Site Stormwater Runoff Control

The information in this section is being reported (check one):

- On behalf of an individual MS4
- On behalf of a coalition

How many MS4s contributed to this report?

--	--	--

1. How many construction projects have been authorized for disturbances of one acre or more during this reporting period?

		6
--	--	---

2. How many construction projects disturbing at least one acre were active in your jurisdiction during this reporting period?

	1	0
--	---	---

3. What percent of active construction sites were inspected during this reporting period? NT

	6	0
--	---	---

 %

4. What percent of active construction sites were inspected more than once? NT

	2	0
--	---	---

 %

5. Do all inspectors working on behalf of the MS4s contributing to this report use the NYS Construction Stormwater Inspection Manual? Yes No NT

6. Does your MS4/Coalition provide public access to Stormwater Pollution Prevention Plans (SWPPPs) of construction projects that are subject to MS4 review and approval? Yes No NT

If your MS4 is Non-Traditional, are SWPPPs of construction projects made available for public review? Yes No

If Yes, use the following page to identify location(s) where SWPPPs can be accessed.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2019

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: TOWN OF ORANGETOWN

SPDES ID: N Y R 2 0 A 4 7 1

6. con't.:

Submit additional pages as needed.

● MS4/Coalition Office

Department

T o w n o f O r a n g e t o w n D E M E

Address

1 2 7 R o u t e 3 0 3

City

O r a n g e b u r g

N Y

Zip

1 0 9 6 2 -

Phone

(8 4 5) 3 5 9 - 6 5 0 2

○ Library

Address

City

Zip

-

Phone

() -

○ Other

Address

City

Zip

-

Phone

() -

○ Web Page URL(s): Please provide specific address where SWPPPs can be accessed - not home page.

URL

URL

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	1	9
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

TOWN OF ORANGETOWN

SPDES ID

N	Y	R	2	0	A	4	7	1
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7. Evaluating Progress Toward Measurable Goals MCM 4

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Percentage of SWPPPs reviewed

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

100% of SWPPPs reviewed. 100% of SWPPPs reviewed were returned with comments. All of these were returned with modifications reflecting NYSDEC standards.

C. How many times was this observation measured or evaluated in this reporting period?

		1	7
--	--	---	---

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

Yes No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

Yes No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Continue reviewing all SWPPPs in accordance with Town local law and NYSDEC standards.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	1	9
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

TOWN OF ORANGETOWN

SPDES ID

N	Y	R	2	0	A	4	7	1
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4a. Are the MS4s contributing to this report involved in a regional/watershed wide planning effort?

Yes No

4b. Does the MS4 have a banking and credit system for stormwater management practices?

Yes No

4c. Do the SWMP Plans for each MS4 contributing to this report include a protocol for evaluation and approval of banking and credit of alternative siting of a stormwater management practice?

Yes No

4d. How many stormwater management practices have been implemented as part of this system in this reporting period?

--	--	--

5. What percent of municipal officials/MS4 staff responsible for program implementation attended training on Low Impact Development (LID), Better Site Design (BSD) and other Green Infrastructure principles in this reporting period?

	5	0
--	---	---

 %

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	1	9
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

TOWN OF ORANGETOWN

SPDES ID

N	Y	R	2	0	A	4	7	1
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6. Evaluating Progress Toward Measurable Goals MCM 5

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Number of reports of flooding during storm events from business districts and residents.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

No reports of flooding in previously reported flood prone areas where corrective action was taken.

C. How many times was this observation measured or evaluated in this reporting period?

			0
--	--	--	---

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

Yes No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

Yes No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

The Town received a grant from the NYSEFC GIGP program to create a bioretention/ infiltration basin with shallow storm water wetlands to handle and treat storm water runoff that eventually flows into the Sparkill Creek in Tappan. The Town selected a consultant to develop a design. We are currently in the final design review stage, with the goal of construction for summer 2018..

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	1	9
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Name of MS4/Coalition

TOWN OF ORANGETOWN

SPDES ID

N	Y	R	2	0	A	4	7	1
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Minimum Control Measure 6. Stormwater Management for Municipal Operations

The information in this section is being reported (check one):

- On behalf of an individual MS4
- On behalf of a coalition

How many MS4s contributed to this report?

--	--	--

1. Choose/list each municipal operation/facility that contributes or may potentially contribute Pollutants of Concern to the MS4 system. For each operation/facility indicate whether the operation/facility has been addressed in the MS4's/Coalition's Stormwater Management Program(SWMP) Plan and whether a self-assessment has been performed during the reporting period. A self-assessment is performed to: 1) determine the sources of pollutants potentially generated by the permittee's operations and facilities; 2) evaluate the effectiveness of existing programs and 3) identify the municipal operations and facilities that will be addressed by the pollution prevention and good housekeeping program, if it's not done already.

<u>Operation/Activity/Facility</u>	<u>Addressed in SWMP?</u>		<u>Self-Assessment Operation/Activity/Facility performed within the past 3 years?</u>	
Street Maintenance.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input checked="" type="radio"/> No
Bridge Maintenance.....	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
Winter Road Maintenance.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input checked="" type="radio"/> No
Salt Storage.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input checked="" type="radio"/> No
Solid Waste Management.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input checked="" type="radio"/> No
New Municipal Construction and Land Disturbance..	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
Right of Way Maintenance.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input checked="" type="radio"/> No
Marine Operations.....	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
Hydrologic Habitat Modification.....	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
Parks and Open Space.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input checked="" type="radio"/> No
Municipal Building.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Stormwater System Maintenance.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input checked="" type="radio"/> No
Vehicle and Fleet Maintenance.....	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Other.....	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	1	9
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

TOWN OF ORANGETOWN

SPDES ID

N	Y	R	2	0	A	4	7	1
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2. Provide the following information about municipal operations good housekeeping programs:

- Parking Lots Swept (Number of acres X Number of times swept) # Acres

				8
--	--	--	--	---
- Streets Swept (Number of miles X Number of times swept) # Miles

	1	0	1	5
--	---	---	---	---
- Catch Basins Inspected and Cleaned Where Necessary #

		1	5	0
--	--	---	---	---
- Post Construction Control Stormwater Management Practices Inspected and Cleaned Where Necessary #

			1	8
--	--	--	---	---
- Phosphorus Applied In Chemical Fertilizer # Lbs.

	1	1	9	8
--	---	---	---	---
- Nitrogen Applied In Chemical Fertilizer # Lbs.

	6	5	5	3
--	---	---	---	---
- Pesticide/Herbicide Applied (Number of acres to which pesticide/herbicide was applied X Number of times applied to the nearest tenth.) # Acres

1	1	6	0	.	7
---	---	---	---	---	---

3. How many stormwater management trainings have been provided to municipal employees during this reporting period?

				6
--	--	--	--	---

4. What was the date of the last training?

0	2	/	0	7	/	2	0	1	9
---	---	---	---	---	---	---	---	---	---

5. How many municipal employees have been trained in this reporting period?

	4	7
--	---	---

6. What percent of municipal employees in relevant positions and departments receive stormwater management training?

	7	5	%
--	---	---	---

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	1	9
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Name of MS4/Coalition

TOWN OF ORANGETOWN

SPDES ID

N	Y	R	2	0	A	4	7	1
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7. Evaluating Progress Toward Measurable Goals MCM 6

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Catch basins inspected and cleaned. Municipal parking lots swept.
Municipal employee training in "Good Housekeeping."

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

The Town Highway Department continues to inspect and clean where necessary between 300-400 out of 4000 catch basins annually.
DPW employees trained annually on "Good housekeeping" principles.

C. How many times was this observation measured or evaluated in this reporting period?

	1	5	0
--	---	---	---

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

Yes No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

Yes No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Continue with the above

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	1	9
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

TOWN OF ORANGETOWN

SPDES ID

N	Y	R	2	0	A	4	7	1
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Additional Watershed Improvement Strategy Best Management Practices

The information in this section is being reported (check one):

- On behalf of an individual MS4
- On behalf of a coalition

How many MS4s contributed to this report?

--	--	--

MS4s must answer the questions or check NA as indicated in the table below.

MS4 Description	Answer	Check NA	(POC)
NYC EOH Watershed			
Traditional Land Use	1,2,3,4,5,6,7a-d,8a,8b,9	10,11,12	Phosphorus
Traditional Non-Land Use	1,2,3,4,7a-d,8a,8b,9	5,10,11,12	Phosphorus
Non-Traditional	1,2,77a-d,8a,8b,9	3,4,5,10,11,12	Phosphorus
Onondaga Lake Watershed			
Traditional Land Use	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Non-Traditional	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Greenwood Lake Watershed			
Traditional Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Non-Traditional	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Oyster Bay			
Traditional Land Use	1,4,7a-d,9,10,11,12	2,3,5,6,8a,8b	Pathogens
Traditional Non-Land Use	1,4,7a-d,9,10,11,12	2,3,5,6,8a,8b	Pathogens
Non-Traditional	1,4,7a-d,9	2,3,4,5,8a,8b,10,11,12	Pathogens
Peconic Estuary			
Traditional Land Use	1,4,7a-d,8a,9,10,11,12	2,3,5,6,8b	Pathogens and Nitrogen
Traditional Non-Land Use	1,4,7a-d,8a,9,10,11,12	2,3,5,6,8b	Pathogens and Nitrogen
Non-Traditional	1,4,7a-d,8a,9	2,3,4,5,8b,10,11,12	Pathogens and Nitrogen
Oscawana Lake Watershed			
Traditional Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Non-Traditional	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
LI 27 Embayments			
Traditional Land Use	1,2,3,4,7a-d,9,10,11,12	5,6,8a,8b	Pathogens
Traditional Non-Land Use	1,2,3,4,7a-d,9,10,11,12	5,6,8a,8b	Pathogens
Non-Traditional	1,2,3,4,7a-d,9	5,6,8a,8b,10,11,12	Pathogens

1. Does your MS4/Coalition have an education program addressing impacts of phosphorus/nitrogen/pathogens on waterbodies? Yes No N/A

2. Has 100% of the MS4/Coalition conveyance system been mapped in GIS? Yes No N/A

If N/A, go to question 3.

If No, estimate what percentage of the conveyance system has been mapped so far.

	6	5
--	---	---

 %

Estimate what percentage was mapped in this reporting period.

		3
--	--	---

 %

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	1	9
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Name of MS4/Coalition

TOWN OF ORANGETOWN

SPDES ID

N	Y	R	2	0	A	4	7	1
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3. Does your MS4/Coalition have a Stormwater Conveyance System (infrastructure) Inspection and Maintenance Plan Program? Yes No N/A

4. Estimate the percentage of on-site wastewater treatment systems that have been inspected and maintained or rehabilitated as necessary in this reporting period?

1	0	0
---	---	---

 %

5. Has your MS4/Coalition developed a program that provides protection equivalent to the NYSDEC SPDES General Permit for Stormwater Discharges from Construction Activities (GP-0-08-001) to reduce pollutants in stormwater runoff from construction activities that disturb five thousand square feet or more? Yes No N/A

6. Has your MS4/Coalition developed a program to address post-construction stormwater runoff from new development and redevelopment projects that disturb greater than or equal to one acre that provides equivalent protection to the NYS DEC SPDES General Permit for Stormwater Discharges from Construction Activities (GP-0-08-001), including the New York State Stormwater Design Manual Enhanced Phosphorus Removal Standards? Yes No N/A

7a. Does your MS4/Coalition have a retrofitting program to reduce erosion or phosphorus/nitrogen/pathogen loading? Yes No N/A

7b. How many projects have been sited in this reporting period?

--	--	--

7c. What percent of the projects included in 7b have been completed in this reporting period?

--	--	--

 %

7d. What percent of projects planned in previous years have been completed?

--	--	--

 %
 No Projects Planned

8a. Has your MS4/Coalition developed and implemented a turf management practices and procedures policy that addresses proper fertilizer application on municipally owned lands? Yes No N/A

8b. Has your MS4/Coalition developed and implemented a turf management practices and procedures policy that addresses proper disposal of grass clippings and leaves from municipally owned lands? Yes No N/A

MS4 Annual Report Form

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2	0	1	9
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

TOWN OF ORANGETOWN

SPDES ID

N	Y	R	2	0	A	4	7	1
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- 9. Has your MS4/Coalition developed and implemented a program of native planting?
 Yes No N/A

- 10. Has your MS4/Coalition enacted a local law prohibiting pet waste on municipal properties and prohibiting goose feeding?
 Yes No N/A

- 11. Does your MS4/Coalition have a pet waste bag program?
 Yes No N/A

- 12. Does your MS4/Coalition have a program to manage goose populations?
 Yes No N/A

Standard Title VI/Non-Discrimination Assurances

The TOWN OF ORANGETOWN (herein referred to as the "Recipient"), HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the New York State Department of Transportation (NYSDOT), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.P.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.P.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, "for which the Recipient receives Federal financial assistance from DOT, including the NYSDOT.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted **grants, agreements, contracts, or loans**:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federally assisted **grants, agreements, contracts, or loans** and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The TOWN OF ORANGETOWN, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US. C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the TOWN OF ORANGETOWN also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the TOWN OF ORANGETOWN access to records, accounts, documents, information, facilities, and staff. The TOWN OF ORANGETOWN also recognizes it must comply with any program or compliance reviews, and/or complaint investigations conducted by the **NYSDOT or FHWA**. The Recipient will keep records, reports, and submit the material for review upon request to **NYSDOT or FHWA**, or its designee in a timely, complete, and accurate way. Additionally, the TOWN OF ORANGETOWN will comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The TOWN OF ORANGETOWN gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the **grant, aid or program receiving Federal Funds**. This ASSURANCE is binding on the State of **New York**, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the **grant, aid or program receiving Federal Funds**. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

Signature of authorized Official

Date

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **NYSDOT** or the **FHWA** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **NYSDOT** or the **FHWA**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose

such contract sanctions as it or the **NYS****DOT** or the **FHWA** may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **NYS****DOT** or the **FHWA** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the TOWN OF ORANGETOWN will accept title to the lands and maintain the project constructed thereon in accordance with the NYSDOT, or the FHWA Regulations for the Administration of **any grant, aid or program receiving Federal Funds** and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. §2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the TOWN OF ORANGETOWN all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the TOWN OF ORANGETOWN and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the TOWN OF ORANGETOWN, its successors and assigns.

The TOWN OF ORANGETOWN, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility

located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the TOWN OF ORANGETOWN will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the TOWN OF ORANGETOWN pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the TOWN OF ORANGETOWN will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the TOWN OF ORANGETOWN will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the TOWN OF ORANGETOWN and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the TOWN OF ORANGETOWN pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, the TOWN OF ORANGETOWN will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the TOWN OF ORANGETOWN will there upon revert to and vest in and become the absolute property of the TOWN OF ORANGETOWN and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

AGREEMENT

Agreement dated _____ day of _____, 2019 by and between CANDLE, INC., a not-for-profit corporation with offices at 120 N. Main Street, Suite 301, New City, New York, hereinafter referred to as "CANDLE", and the TOWN OF ORANGETOWN, a municipal corporation, having its offices at 26 Orangeburg Road, Orangeburg New York, hereinafter referred to as "TOWN",

WHEREAS, CANDLE serves to promote awareness of drug abuse and prevention issues for the benefit of the youth of Rockland County, including those who reside in the Town of Orangetown; and

WHEREAS, the TOWN recognizes the vital service that CANDLE provides to the residents of the TOWN, which service the TOWN would be required to provide, in some manner, were it not for the programs and other services delivered by CANDLE; and

WHEREAS, the TOWN wishes to continue its relationship with CANDLE, in the best interests of the youth of the TOWN, by providing economic assistance for calendar year 2019, absent which CANDLE will be unable to provide the level of service that it presently provides; and

WHEREAS, CANDLE'S programs are open to all young persons who reside in the Town of Orangetown;

NOW, THEREFORE, in consideration of the aforesaid, it is agreed as follows:

1. The TOWN agrees to pay CANDLE the sum of \$35,132.50 as economic assistance toward the services to be provided by CANDLE during calendar year 2019 at Tappan Zee High School, Pearl River High School, and the Nyack Center.

2. CANDLE agrees to offer primary prevention services at the CANDLE Centers located at Tappan Zee and Pearl River high schools, and at the Nyack Center, during scheduled hours of operation and at other locations as may be appropriate, throughout calendar year 2019, which programs and services shall be available to all young persons residing in the Town of Orangetown.

3. In consideration of the assistance provided hereunder, in addition to the stated services and programs to be provided, CANDLE further agree shall defend, indemnify and hold the TOWN, its Officers, Elected Officials and/or Employees, harmless from any and all liability, including from any claims, suits, judgments or otherwise, including attorneys' fees, costs and expenses, arising from, relating to, or as a result the services / operations that CANDLE. CANDLE shall procure and maintain throughout the term of this agreement, on a claims made basis, a policy of general liability insurance in an amount no less than ONE MILLION DOLLARS (\$1,000,000.00), with excess coverage of at least an additional ONE MILLION DOLLARS (\$1,000,000.00), naming the Town of Orangetown as an additional insured thereon, and further providing that same shall not be terminated, discontinued or permitted to lapse except upon prior written notice to the Town of not less than 30 days. CANDLE shall provide the TOWN with an insurance certificate, in a form acceptable to the Town Attorney, wherein the TOWN is named as an additional insured. CANDLE shall further provide proof of workers' compensation, disability and other insurance coverage as may be required by law.

4. By affixing their signatures hereto, the executing parties represent and acknowledge that each has the authority to do so and to bind the entity for which it signs.

This Agreement was approved by Town Board Resolution # ___ of 2019, duly adopted at a regular meeting of the Town Board held on May 7, 2019, 2018.

IN WITNESS WHEREOF, CANDLE and the TOWN OF ORANGETOWN have executed this Agreement the day, month and year first above written.

CANDLE, INC.

By: _____
Joanne Goodman, Executive Director

Date: _____

TOWN OF ORANGETOWN

By: _____
Supervisor Christopher Day

Date: _____

Acknowledgements

STATE OF NEW YORK)
 ss.
COUNTY OF ROCKLAND)

On the ___ day of _____, 2019 before me, the undersigned, a notary public in and for the State, appeared CHRISTOPHER DAY, 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.

Notary Public

STATE OF NEW YORK)
 ss.
COUNTY OF ROCKLAND)

On the ___ day of _____, 2019, before me, the undersigned, a notary public in and for the State, appeared JOANNE GOODMAN, 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.

Notary Public

Town of Orangetown

REQUEST TO ATTEND CONFERENCE, MEETING SEMINAR or SCHOOL

(Complete Page 1 and forward original to Finance Office, Retain copy for your records)

REQUESTING DEPARTMENT: Receiver of Taxes DATE: 5/3/19

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

Rosanna Sfrage
Joe Thomassen

CONFERENCE ETC. NAME & LOCATION: NYS Association of Tax Receiver's
and Collectors, Lake Placid, NY

CONFERENCE ETC. DATE (S): 6/9 - 6/12/19
WHAT DO YOU EXPECT TO GAIN FROM ATTENDANCE (ATTACH COPY OF BROCHURE):

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


ESTIMATED EXPENSES:

Item	Charge to:	Charge to:	Total
	<u>1330 /0441</u>	<u>1330 ,0480</u>	
	<u>Schls & confs</u>	<u>Travel Exp*</u>	
Registration Fee	\$ <u>200.00</u>	\$ <u>XXX</u>	\$ <u>200.00</u>
Lodging	<u> </u>	<u>1,070.00</u>	<u>1,070.00</u>
Meals	<u> </u>	<u>400.00</u>	<u>400.00</u>
Travel	<u> </u>	<u>160.00</u>	<u>160.00</u>
Other	<u> </u>	<u> </u>	<u> </u>
Total	\$ <u>200.00</u>	\$ <u>1,630.00</u>	\$ <u>1,830.00</u>

*Use if only travel expense involved

REMANING 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 AVAILABILTY:
0441-\$ _____ 0480-\$ _____

DATE: _____ SIGNATURE: _____

TOWN BOARD ACTION: Approved ___ Disapproved ___ Date: _____ Res. # _____

REASON FOR DISAPPROVAL:

TOWN SUPERVISOR'S SIGNATURE: _____

DISTRIBUTION BY TOWN CLERK:
Original to Head of requesting Department: Date: _____
Retain photocopy for file

New York State Association of Tax Receivers and Collectors

June 9th – 12th, 2019 Tax Collection Seminar

Golden Arrow Motel, Lake Placid, New York

Scheduled Training:

Monday, June 10, 2019

Mark Grimm Communications: How to communicate with Public Officials, colleagues, and the public. How to achieve advocacy success.

Albany County Sheriff's Department: Active Shooter awareness and instruction.

Kelly Renfro, Wells Fargo Tax Service: Update on TSO service.

Katie Hodgdon, Associate Counsel, Association of Towns of New York State: Legislative updates.

Tuesday, June 11, 2019

Business Meeting

First Consultants: Financial Institution Robbery and Safety Training

New York State Office of Real Property Services: Joseph Gerberg, Counsel, legal update.

Community Bank: How banks can service tax collection. Dos and Don'ts.

United States Post Office: Handling of today's mail, postmarks and delivery.

Xpress Pay: Electronic payments.

Wednesday, June 12, 2019

NYSATRAC Roundtable: Best practices, questions and answers with Officers and Directors.

Please refer to the website for future additions to our schedule.



Reservations Form for NYS Association of Tax Receivers & Collectors

Sunday June 9th 2019 to Wednesday June 12th 2019

Call Reservations at **844.209.8080** or Submit only ONE form per room

Single Package rate () \$534 Tax Exempt () \$587.25 Taxable

Double Package Rate () \$378.50 Tax Exempt per person () \$414.05 Taxable per person

* Must have valid Tax Exempt form at time of check in to remove taxes

Package includes: 3 nights lodging at the Golden Arrow, 3 Breakfast, Lunch on Monday & Tuesday, Dinner Tuesday night

- Reservations Cut off date—**May 21ST 2019**
- Payment can be made via credit card or check at the time of booking. Checks are to be made to the Golden Arrow Lakeside Resort.
- Valid Credit Card at time of booking will be **processed in the full amount at the time of booking.**
- Cancellation policy—7 days prior to arrival date. Any cancellations taken inside of the 7 days will forfeit deposit.
- Check in time is 4PM and check out is 11 AM

If Calling Reservations to register you do **NOT** need to send in this form. Only the Tax exempt form will need to be set if you called into reservations. If you are not calling in you can email the completed document to Sierra@golden-arrow.com

NAME _____ EMAIL _____

STREET ADDRESS _____ CITY / STATE ZIP _____

PHONE _____

ROOMMATE NAME _____ EMAIL _____

CREDIT CARD NUMBER (**will be charged at time of booking**) _____

EXPIRATION _____ CVV CODE _____

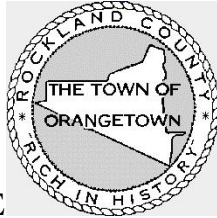
I HAVE READ THE ABOVE RESERVATIONS POLICIES

X _____

EMAIL COMPLETED FORMS TO : **Sierra@GOLDEN—ARROW.COM 518.523.1022**

MAILING: ATTN GROUP SALES / 2559 MAIN ST / LAKE PLACID NY 12946

* Please attach a copy of the tax exempt form if tax exempt



TOWN ATTORNEY'S OFFICE

INTER-OFFICE MEMORANDUM

DATE: April 30, 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.

SDM Industries
21 South Park Terrace
Congers, NY 10920
Tel.: 845-268-7235

This Certificate of Registration has been placed on the next Regular Town Board Meeting agenda scheduled for May 7, 2019.

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

encl.

ENERGY CODES BOOTCAMP & TOUR Tuesday, May 28

9:00 – 12:00p	Energy Codes 101 REScheck Basics COMcheck Basics	
1:00 – 5:00p	NREL Tour	2018 IECC Residential <i>Simplified</i>
5:00 – 6:00p	Welcome Reception & Poster Session	

Day 01 Wednesday, May 29

7:30 – 8:30a	Registration & Breakfast		
8:30 – 9:00a	Welcome & Opening Remarks Jeremy Williams, <i>DOE Building Energy Codes Program</i> David Nemptzow, <i>DOE Building Technologies Office</i>		
9:00 – 10:00a	Keynote: Bill Ritter, Jr., <i>41st Governor of Colorado</i>		
10:00-10:30a	Break		
10:30 – 12:00	Model Codes: What's New for the 2021 IECC Code Development and Standard 90.1-2019?	(Multi)Family Matters: Current Issues Impacting the Multifamily Buildings Sector	(Discussion) Billion Dollar Baby – Levering New Energy Technologies and Policies to Enable Greater Resilience and Efficiency
12:00 – 1:00p	Networking Lunch		
1:00 – 2:00p	JOLT Session		
2:00 – 2:30	Break		
2:30 – 3:30p	E + H2O: New Standards and Programs for Water and Energy	Energy & Durability & Building Codes: There's No Such Thing as a Free Thermodynamic Lunch	(Discussion) The Future of Codes and Standards for Zero Energy and Grid-enabled Buildings
3:30 – 4:00p	Poster Break		

4:00 – 4:30	Plenary Disruption: Embrace It or Hide From It David Kaiserman, Lennar Corporation
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4:30 – 5:00	Plenary Mike Collignon, Green Builder Coalition
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Day 02 Thursday, May 30

8:00 – 9:00a	Registration & Breakfast
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9:00 – 10:00a	Keynote: Martin Keller, <i>National Renewable Energy Laboratory</i>
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10:00-10:30a	Break
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10:30 – 12:00	Unboxing Compliance: What We’ve Learned from Three Years of Field Study Data	Building Resilience: A Community Perspective on Energy Codes	(Discussion) Unlocking the IECC Existing Buildings Chapters
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12:00 – 1:30p	Lunch and Jeffrey A Johnson Award
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1:30 – 3:00p	Getting to Zero Energy: New Challenges and Opportunities for Programs and Policies	Energy Codes in a Rapidly Evolving Building Industry	(Discussion) Are We There Yet? New Advancements in Performance-based Code Compliance
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3:00 – 3:30p	Break
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3:30 – 5:00p	Achieving Energy Code Savings through Code Tools, Data and Programs	Staying out of the Dark: Lighting Updates and Perspectives	(Discussion) DOE Research Update and Feedback Session
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Jane Slavin

From: 2019 National Energy Codes Conference <NEC2019@thebuildingpeople.com>
Sent: Tuesday, April 16, 2019 12:13 PM
To: Jane Slavin
Subject: National Energy Codes Conference - Registration Confirmation

Follow Up Flag: Follow up
Flag Status: Flagged

2019 National Energy Codes - Confirmation and Receipt
4/16/2019

JANE SLAVIN
20 Greenbush Road
Orangeburg, NY 10962

Dear JANE,

Thank you for registering for 2019 National Energy Codes. We are pleased to confirm that we have received and processed your Credit Card registration in the amount listed below. Please print this message as your receipt.

Details:

4/16/2019

1 Attendee	\$ 400.00
JANE SLAVIN (5898934)	
E-Commerce Credit Card Payment (Master Card)	\$ 400.00
Total Purchase:	\$ 400.00
Total Payment:	\$ 400.00
Total Due:	\$ 0.00

Will you be attending the Pre-conference Workshop on May 28, 2019?
Yes, I will attend the Pre-conference Workshop

Tour: Yes, I am interested in the Tour of NREL

Will you be attending the opening night Reception on May 28, 2019 from 5:30pm -6:30pm?
Yes

To update your registration or cancel you may log in with your email address and Registrant ID by going to www.yesevents.com/NEC2019/login.

Cancellation/Refund Policy

Registration fees, minus a \$46.50 service charge, will be refunded for written registration cancellations received

prior to May 18, 2019. No refunds will be made after that date. You may substitute attendees by sending written notice of the change prior to May 22, 2019. After that date, please bring the information to the on-site registration table at the workshop. Send written notice of cancellation or substitution via email to nec2019@thebuildingpeople.com.

Your registrant ID is: 5898934

Your confirmation code is: QMXF-NSVF-S58D-4L98-VYZN-3A8-9FN

Sincerely,
2019 National Energy Codes Registrar

[Unsubscribe/Change Preferences](#)

You are receiving this email because you are signed up for 2019 National Energy Codes.

Jane Slavin

From: Janita Talmadge <jtalmadge@iccsafe.org>
Sent: Monday, April 29, 2019 11:00 AM
To: Jane Slavin
Cc: codesdept
Subject: RE: 2019 Code Council Reimbursement Scholarship-Natinal Energy Codes Conference

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Dear Jane:

We received your confirmation that you have accepted the Code Council reimbursement scholarship for the 2019 NECC Conference.

Sincerely,

JANITA L. TALMADGE

Codes and Standards Development
International Code Council
Central Regional Office
4051 West Flossmoor Road
Country Club Hills, IL 60478
Tel: 888.422.7233, ext. 4345
Fax: 708.799-0320
jtalmadge@iccsafe.org



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From: Jane Slavin [mailto:jslavin@orangetown.com]
Sent: Monday, April 29, 2019 9:47 AM
To: Janita Talmadge
Cc: codesdept
Subject: RE: 2019 Code Council Reimbursement Scholarship-Natinal Energy Codes Conference

Can you please confirm receipt of my confirmation?
thank you!
Jane Slavin

From: Jane Slavin
Sent: Friday, April 26, 2019 1:28 PM
To: Janita Talmadge

Cc: codesdept

Subject: Re: 2019 Code Council Reimbursement Scholarship-National Energy Codes Conference

Yes I accept the scholarship and have registered and made hotel reservations.

Thank you

Jane Slavin, RA.

Director

Office of Building, Zoning, Planning, Administration and Enforcement Town of Orangetown

[20 Greenbush Road](#)

[Orangeburg, NY 10962](#)

[\(845\)359-8410 x4302](#)

[\(845\)359-8526](#) fax

[www.orangetown.com](#)

On Apr 26, 2019, at 12:36 PM, Janita Talmadge <jtalmadge@iccsafe.org> wrote:

Dear Jane:

We are in the final stages of distributing the Code Council's Reimbursement Scholarships for the National Energy Codes Conference (NECC) scheduled for May 28-30, 2019, at the Hilton Denver City Center, 1701 California Street, Denver, Colorado, 80202.

According to our records, you have registered for the NECC conference; however, we have not received notification from you that you are accepting the scholarship extended to you on April 9, 2019. Please email us by Tuesday, April 30th indicating your acceptance or refusal of the scholarship.

We look forward to hearing from you soon with your decision.

Sincerely,

JANITA L. TALMADGE

Codes and Standards Development

International Code Council

Central Regional Office

4051 West Flossmoor Road

Country Club Hills, IL 60478

Tel: 888.422.7233, ext. 4345

Fax: 708.799-0320

jtalmadge@iccsafe.org

<image001.jpg>

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From: Janita Talmadge

Sent: Tuesday, April 09, 2019 12:54 PM

To: 'jslavin@orangetown.com'

Cc: codesdept

Subject: 2019 Code Council Reimbursement Scholarship-Natinal Energy Codes Conference

Importance: High

Dear Jane:

Thank you for your commitment to attend the 2019 National Energy Codes Conference scheduled for May 28-30, 2019, at the Hilton Denver City Center, 1701 California Street, Denver, Colorado, 80202. There is a full schedule of topical sessions and your participation is valuable.

Jane, the Code Council is pleased to offer a \$750 scholarship to support your attendance. To qualify for the reimbursement scholarship, you must be registered by midnight on Tuesday, April 16, 2019. If there is a specific reason that you cannot be registered by April 16th, then you need to let us know before April 16th and we will make a decision on if you can still qualify on a case-by-case basis. For all others not registered by April 16th, the Travel Scholarship will be given to the next approved person on the list. Below is listed key information regarding reimbursement for the 2019 NECC upcoming conference.

KEY INFORMATION:

1. **Registration:** You will need to register: Registration is required for participation. [Click here](#) to register online. Registration is a reimbursable expense.
2. **Expense reimbursement:** Travel expenses will be reimbursed by the Code Council (ICC) after the conference upon submission of the expense reimbursement claim form (attached). The period of covered expenses is Monday, May 27th through Friday, May 31st. Submit the attached form directly to the ICC Central Regional Office, 4051 W. Flossmoor Road, Country Club Hills, Illinois 60478, as indicated on the form. Please send it to the attention of Michelle Britt. You can also email the form with a scan of receipts to mbritt@iccsafe.org.

To receive reimbursement, **claims must be received by the ICC no later than Monday, June 17, 2019.** We will reject claims for excessive expenses. A copy of Council Policy 4 Members & Volunteer Travel Reimbursement Policy is attached.

Important things to remember:

- Receipts are required.
 - Breakfast and lunch are provided Wednesday and Thursday for all participants. Breakfast and lunch are not reimbursable, if registration is reimbursed. Dinner is a reimbursable expense.
 - If traveling by car, ICC will reimburse for mileage up to the cost of the lowest air fare. Be sure to document the air fare if requesting mileage reimbursement.
3. **Travel arrangements:** In order to accommodate your schedules, air travel arrangements are your responsibility.
 4. **Hotel room reservations:** A block of sleeping rooms at the Hilton Denver City Center is available at the group rate of \$169 per night, plus all applicable taxes (the same as government per diem) on the nights of May 28-30, 2019. Reservations must be made by Tuesday, May 7, 2019 in order to receive the discounted rate. Reservations cannot be guaranteed at the group rate after this date and will be based on availability.
[Book Your Room](#)

Attachments:

- Expense reimbursement claim form
- CP4 Members and Volunteers Travel Reimbursement Policy

Sincerely,

JANITA L. TALMADGE

Codes and Standards Development

International Code Council

Central Regional Office

4051 West Flossmoor Road

Country Club Hills, IL 60478

Tel: 888.422.7233, ext. 4345

Fax: 708.799-0320

jtalmadge@iccsafe.org

<image002.jpg>

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Confidential Inspection Report

LOCATED AT:

Pearl River, New York

PREPARED EXCLUSIVELY FOR:
Town Of Orangetown

INSPECTED ON:



Exterior

OVERALL VIEW

General pictures



Three season room is present in rear

Actual Dimensions 14x 26



Shed is present

Actual Dimensions 12x 8

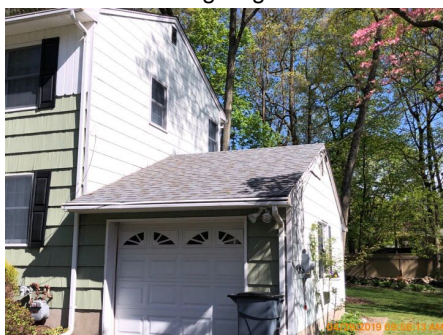


Air conditioner is present



Violation - Determine whether open permit for 2nd floor addition over one car garage has been executed. Permit number 32613.

No structure over garage has been constructed





**OFFICE OF BUILDING, ZONING PLANNING
ADMINISTRATION AND ENFORCEMENT
TOWN OF ORANGETOWN
20 GREENBUSH ROAD
ORANGEBURG, N.Y. 10962**

**Jane Slavin, RA
Director**

(845) 359-8410

Fax: (845) 359-8526

TITLE SEARCH INSPECTION

May 1, 2019

Provide check for required fee made out to The Town of Orangetown. A report will be provided indicating compliance or non-compliance including documentation of deficiencies.

Exterior inspection outline: Exterior site inspection for illegal structures. **\$350.00 FEE**

(Not inspecting for quality of construction; must report visibly unsafe conditions)

Examples of structures that are sometimes built without permits:

- 1) Deck
- 2) shed
- 3) Pool
- 4) Hot tub
- 5) Greenhouse
- 6) Garage
- 7) Pool house
- 8) Front porch
- 9) Vestibule
- 10) Generator installation
- 11) Solar panels
- 12) Fences
- 13) Retaining wall

TOWN OF ORANGETOWN
DEPARTMENT OF PARKS, RECREATION AND BUILDINGS

CONTRACT DOCUMENTS
FOR
2019 BUS TRANSPORTATION
FOR THE
ORANGETOWN SUMMER DAY/TEEN CAMP

APRIL, 2019

ARIC T. GORTON, DIRECTOR
DEPARTMENT OF PARKS, RECREATION AND BUILDINGS

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 **APRIL 18, 2019**, and publicly opened and read aloud at **11:00 A.M.** on that day for furnishing **BUS TRANSPORTATION FOR THE ORANGETOWN SUMMER DAY/TEEN CAMP**, in accordance with the Contract Documents on file with and which may be obtained at the Town Clerk's Office.

The Director of Parks, Recreation and Buildings, will submit a report of all bids received and his recommendations concerning the awarding of a contract at a meeting of the Town Board on **MAY 7, 2019**.

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

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

No contract is deemed to have been 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. All contracts are subject to appropriations approved by the Town Board, after having been provided for in the Town Budget.

Each proposal must be accompanied by a certified check of the bidder or by 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%)**. Such checks or bid bonds will be returned to all except the three (3) lowest bidders within forty-eight (48) hours after the bids have been opened by the Town. The bid security of the three (3) lowest bidders will be returned after the accepted bidder has executed the contract and furnished the required performance bond and insurance.

It is understood that the Contractor shall be required to post a **Performance Bond** acceptable to the Town Attorney by a bonding company acceptable to the Town in the amount of **one hundred percent (100%)** of the contract price, and assuring full performance.

The successful bidder upon failure or refusal to execute and deliver the contract and bond required within ten (10) days after it has received notice of the acceptance of the proposal, shall forfeit to the Town of Orangetown and as liquidated damage for such failure or refusal, the security deposited with this proposal.

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 Bonds.

No proposals will be accepted by facsimile.

Only qualified bidders who have adequate experience, finances, equipment and personnel will be considered in making awards.

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

ARIC T. GORTON
DIRECTOR

ROSANNA SFRAGA
TOWN CLERK

DATED: **April 2, 2019**

INFORMATION TO BIDDERS

1. Receipt and Opening of Proposals

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 April 18, 2019, and will be publicly opened and read aloud at 11:00 A.M. on that day. The envelopes containing the proposals must be sealed, addressed to the Town Clerk, Town of Orangetown, No. 26 Orangeburg Road, Orangeburg, New York, and to be designated as **BUS TRANSPORTATION FOR THE ORANGETOWN SUMMER DAY/TEEN CAMP FOR THE 2019 SEASON.**

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 proposals may be withdrawn prior to the above scheduled time for the opening of proposals or authorized postponement thereof. Any proposal received after the time and date specified shall not be considered. Each proposal must be accompanied by a certified check of the bidder or by 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 an amount of five percent (5%). Such checks or bid bonds will be returned to all except the three (3) lowest bidders within forty-eight (48) hours after the bids have been opened by the Town. The bid security of the three (3) lowest bidders will be returned after the accepted bidder has executed the contract and furnished the required performance bond and insurance certificates.

2. Preparation of Proposal

Proposals must be submitted on the prescribed form.

All proposals 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 Proposal Form, preferably by certified mail.)

3. Description of Work

Contract shall include **PROVIDING BUS TRANSPORTATION FOR THE ORANGETOWN SUMMER DAY/TEEN CAMP** as specified, by the **TOWN OF ORANGETOWN**. The work shall consist of furnishing all labor, materials, tools and equipment for **Providing Bus Transportation for the Orangetown Summer Day/Teen Camp** complete, in accordance with the Drawings and Specifications.

4. 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 qualifications of the contract and to complete the work contemplated herein. Conditional proposals will not be accepted.

5. Security Accompanying Proposal

Each proposal must be accompanied by the certified check of the bidder, or by a bid bond satisfactory to the Town of Orangetown, duly executed by the bidder as principal, and having surety thereon, a surety company approved by the Town of Orangetown, in an amount of five percent (5%). Such checks or bid bonds will be returned to all except the three (3) lowest bidders within forty-eight (48) hours after the bids have been opened by the Town of Orangetown. The bid security of the three (3) lowest bidders will be returned after the accepted bidder has executed the contract and has furnished the required performance bond and insurance certificates. If all bids are rejected the bid securities will be returned at the time of rejection. In the event no contract has been duly executed within forty-five (45) days after the date of opening of bids, the security accompanying his proposal will be returned to the bidder, upon demand, unless he has been notified by the Town of Orangetown of the acceptance of his bid.

6. Consent of Surety

In addition to the check or bid bond security, each bid must be accompanied by a bid letter from a surety company agreeing in event of the award of the Contract, that the contractor shall be required to post a performance bond acceptable to the Town Attorney by a bonding company acceptable to the Town in an amount equal to one hundred percent (100%) of the cost of the contract and assuring full performance.

7. Liquidated Damages for Failure to Enter Into Contract

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

8. Contractor's Bonds

Simultaneously with the execution of this Contract, the Contractor shall furnish a performance bond, or other acceptable security, with surety thereon authorized to transact business in the State of New York, satisfactory to the Engineer and/or Director of Parks, Recreation and Buildings, and the Town Attorney, in the amount of one hundred percent (100%) of the Contract Price, and to cover all change orders, extra and additions to the Contract, and which bond shall also guarantee payment of all subcontractors and suppliers of labor, materials and equipment. Said bond shall include a provision for maintenance as set forth in the Agreement and in the paragraph entitled "Maintenance Bond" in the General Provisions of the Specifications.

9. Condition 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 materials 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 or interference with the routine operations of Owner's 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 make his bid with a full knowledge of all conditions, and kind, quality, and quantity of work required.

10. Information Not Guaranteed

All information given on the Drawings, or in the Contract Documents, relative to test holes, materials encountered, ground water, subsurface conditions, etc. is from the best sources at present available to the Owner.

It is understood and agreed that the Owner does not warrant or guarantee the materials, groundwater, or subsurface conditions encountered during the construction will be the same as those indicated by the information given on the Drawings. The bidder must satisfy himself regarding the character, quantities and conditions of the various materials and the work to be done.

It is understood and agreed that the bidder or the contractor will not use any of the information made available to him, or obtained by any examination made by him, in any manner, as a basis or ground of claim or demand of any nature against the Owner or Owner's personnel, arising from or by reason of any variance which may exist between the information offered and the actual materials or structures and appurtenances encountered during the construction.

11. Operations Maintained

It is essential to the public safety that the operations of the **TOWN OF ORANGETOWN AND THE ORANGETOWN SUMMER DAY/TEEN CAMP** be maintained. No interruptions of operations will be permitted and only such changes in the normal operating procedures as are approved by the Owner will be permitted. The Contractor will be required to work in closed cooperation and coordination with the Owner and its duly authorized agents to assure a minimum of changes in the normal operating procedures and a minimum of changes in the normal operating procedures and a minimum of nuisances result from his operations.

The Contractor in his schedule of operations (construction program is required under the contract documents) shall indicate the procedures by which he proposes to maintain the existing facilities in operation during the project at the **ORANGETOWN SUMMER DAY/TEEN CAMP**. Special consideration must be given by the contractor to the use of equipment and to the placing of equipment and materials so that the **TOWN OF ORANGETOWN /ORANGETOWN DAY/TEEN CAMP** operations will be maintained. Any damages occurring to the existing facilities shall be repaired immediately by the contractor at his expense.

Where there is a conflict between necessary Town operations and the contractor's construction procedures, the **ORANGETOWN DAY/TEEN CAMP** operations shall have precedent. The contractor shall not be entitled to any extra payment or claims for damages as a result of interference to his work caused by Town operations.

In order to maintain the existing facilities in operation with a minimum of interference, it will be necessary for the contractor's operations to be carefully scheduled and coordinated with the work of any other contractor or work being performed by the Town.

Any violation by the Contractor of this requirement may, upon certification of the Engineer, be considered as proper and sufficient cause for canceling and terminating this Contract.

13. 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 occupational not less than the wage rate so included.
14. 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.
15. 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 Contractor 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 day after the receipt of written notice of such requirement, file with the Fiscal Officer such schedule of wages.
16. 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.
17. 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.

18. 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 the amount of not less than \$1,000,000.00 for each person injured and \$2,000,000.00 property damage. The contractor agrees that in the performance of the work, it 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 to the Town from any and all claims.
19. 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 Town. 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.
20. 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.
21. The contractor, insuring 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, building and construction codes. 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 law. 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 the safeguarding the same, or from any improper materials, implements or appliances used in its construction or 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.

22. The contractor shall be liable in the sum of five hundred dollars (\$500.00) per day for each day of delay beyond the contract date as liquidated damages unless the date for completion is extended, in writing, by resolution of the Town Board.
23. Upon completion of the project, the *Architect* shall make a final inspection for approval of all the work done under this contract and shall within fifteen (15) days after the acceptance of the work by the *Architect* and the Town, prepare a final certificate of the work done and the value thereof.
24. Time of Completion: The work of this Contract shall be completed within thirty (30) working days (Day Camp Schedule; July 1st through August 9th, 2019) and commence immediately by the notice to proceed from the Owner.

**SPECIFICATIONS
FOR
PROVIDING BUS TRANSPORTATION
FOR THE
ORANGETOWN SUMMER DAY/TEEN CAMP
FOR THE 2019 SEASON**

Description of Work:

PROVIDING ALL-DAY BUS TRANSPORTATION

The Contractor shall provide school buses for both morning pick up and afternoon drop off routes for the day camp program, all of which are located within the Town of Orangetown. All children shall be picked up at eight (8) different locations beginning at approximately 8:00 AM and transported to the German Masonic Picnicgrounds, located on Western Highway in Tappan, New York. Each afternoon the buses will depart at approximately 4:15 PM and the children shall be transported from the day camp site to their designated bus stops. In addition to morning and afternoon pickups, the Contractor shall provide school buses from the time of their arrival at the Day Camp site at approximately 8:45 AM and shall remain at the site throughout the day until their departure time of 4:15 PM. These buses will be utilized for the purpose of transporting children to and from the German Masonic Picnicgrounds, located at 120 Western Highway in Tappan and the South Orangetown Middle School, located at 160 Van Wyck Road in Blauvelt, New York, and other locations within the Town of Orangetown. These buses will also be required to transport campers and Orangetown Staff to and from other local facilities within a fifteen mile radius of the German Masonic Picnicgrounds. At this time the Town of Orangetown anticipates the need for three-four (3-4) buses during the day. Buses may also be needed for additional trips, i.e., Bear Mountain, Van Saun Park, etc.. Requests for the additional buses will be made with no less than seven (7) days notice. The Day Camp program is scheduled to begin on **Monday, July 1st and continue through Friday, August 9th, 2019**. The Town of Orangetown shall submit a finalized bus schedule by **June 21, 2019** for the purpose of assigning the number of buses needed for the program. The Contractor shall submit a separate price per bus per day for this portion of the contract.

ANTICIPATED BUS STOPS:

Pearl River

St. Margaret's School
Pearl River High School
Naurausaun Elementary
(A Starting Place)

South Orangetown

So. Orangetown Middle School
Sparkill Fire Department
Tappan Zee High School
W.O. Schaefer School
South Nyack Village Hall

PROVIDING MORNING AND AFTERNOON BUS SERVICE AT THE DAY CAMP

In addition to the above, The Contractor shall provide school buses for both morning pick up and afternoon drop off routes for the day camp program, all of which are located within the Town of Orangetown. All children shall be picked up at eight (8) different locations beginning at approximately 8:00 AM and transported to the German Masonic Picnicgrounds, located on Western Highway in Tappan, New York. Each afternoon the buses will depart at approximately 4:15 PM and the children shall be transported from the day camp site to their designated bus stops. At this time the Town of Orangetown anticipates the need for one-two (1-2) buses. The Contractor shall submit a separate price per bus per day for this portion of the Contract.

PROVIDING AFTERNOON BUS SERVICE FOR THE TEEN CAMP

In addition to the above, the Contractor shall provide bus service for the purpose of transporting teen campers from the ***Pearl River Middle School***, located at 520 Gilbert Avenue, Pearl River, New York, to the German Masonic Campgrounds (Orangetown Day Camp Site), located at 120 Western Highway, Tappan, New York. The pickup time at the ***Pearl River Middle School*** will be approximately 4:00 PM, arriving at the Orangetown Day Camp @ 4:10 PM. This bus will remain on site at the German Masonic Campgrounds as one of the four afternoon buses used for afternoon transportation to designated bus stops. At this time, the Town of Orangetown anticipates the need for one (1) bus only to transport the teen camp. The Contractor shall submit a separate price per bus per day for this portion of the contract.

RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall be responsible for all maintenance of buses used throughout the duration of the Contract, and all buses shall be in compliance with all current New York Inspection Codes.

The Contractor shall provide qualified, properly certified New York State Commercial Licensed Drivers.

Consumption of fuel and maintenance of vehicles shall be the sole responsibility of the Contractor during the terms of the Contract.

The Contractor shall only provide vehicles conforming to all New York State rules and regulations governing the transporting of minors and must be school bus designated with all conforming aspects.

The Contractor and its designated employees shall abide by each and every State and Local Law governing such service as is being provided herein.

The Contractor shall be responsible for providing the Town of Orangetown with proof of insurance, as well as any documents requested addressing the safety record of the Contractor.

OWNER/TOWN'S RESPONSIBILITIES

The Owner/Town shall provide the Contractor with the necessary schedules and locations for pick up and drop off sites.

12. Utilization of Structure and Equipment by Owner

It is the plan of the Owner to utilize the structure and equipment constructed under the contract *during July 1st - August 9th, 2019*. In the event that the Owner elects to commence operations at the **TOWN OF ORANGETOWN / ORANGETOWN SUMMER DAY/ TEEN CAMP** prior to completion of the contractor's work, the contractor shall cooperate fully with the Owner in its operation of the structure and equipment, and shall schedule his construction to avoid interference with such operation. The contractor shall not be entitled to any extra payment or claim for damages as a result of the delay in his construction resulting from the operation of the structure and equipment by the Owner.

13. Construction Methods

The contractor shall use all necessary construction methods, including wellpoints where suitable, to complete the work. In addition the contractor shall use all necessary means, including sheeting, bracing, soil stabilization or other methods, to prevent settlement or the damage of adjacent structures and shall be completely responsible for any such settlement and or damages resulting from the same.

14. Obligation of Bidder

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.

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, Department of Parks, Recreation and Buildings, 81 Hunt Road, Orangeburg, New York, 10962, and to be given consideration must be received at least five (5) 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, or other acceptable security, in the amount of one hundred percent (100%) of the Contract Price, as security for faithful performance of this contract and for the payment of persons performing labor on the project under this contract and furnishing materials in connection with this contract. 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 bonds.

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.

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 or 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 interest of the Town of Orangetown to do so.

20. Intent of Contract Documents

The intent of the Contract Documents is to obtain a complete job, satisfactory to the Engineer and/or Director of Parks, Recreation and Buildings. It shall be understood that the bidder has satisfied himself as to the full requirements of the Contract, and has based his proposal upon such understanding. Compensation for all work and materials required to complete the contract shall be considered included in the lump sum price bid in the proposal.

21. Irregular Proposals

Proposals may be rejected if they show any omission, alteration of form; additions not called for, conditional or alternate bids, or irregularities of any kind.

22. Insurance Certificates

The Contractor will not be permitted to start any construction work until he has submitted certificates covering all insurances required by these Contract Documents.

23. Sales Tax Exemption

The Owner is exempt of payment of sales tax and compensating use taxes under Section 1116 of Chapter 93 of the Laws of New York 1965, Article 28 of the Tax Law.

24. Time for Completion

The attention of the bidder is directed to the agreement and to the paragraph entitled "Time of Completion" in the General Conditions, bound with and forming part of the Contract Documents.

25. Damages

Damages may be assessed against the Contractor in accordance with the provisions of the Agreement, including liquidated damages, for each calendar day of delay in the completion of work not excusable as provided in the Contract Documents.

26. Wage Schedule

Attention is called to the fact that no less than the minimum salaries and wages as set forth by the State of New York, Department of Labor's Prevailing Wage Rate Schedule must be paid on this project.

27. 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 Orangetown and any attempts to sign the Contract without the Town's written consent is null and void.

28. The Town of Orangetown 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 Worker's Compensation Law.
29. The Town shall have all of its common law, equitable and statutory rights of set off. These rights shall include, but not be limited to, the Town's option to withhold for the purposes of set off monies due to the Contractor with 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 in which they were made and or six (6) additional years thereafter.
30. 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.
31. In addition to the methods of service allowed by the New York Civil Practice Law and Rules, the Contractor hereby consents to services or process upon it by certified mail, return receipt requested. Service hereunder shall be complete 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 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 shall have thirty (30) calendar days after service hereunder is complete in which to respond.
32. 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.

33. All contractors actually undertaking the work contracted for 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 claim, suit, action or dispute involving wages paid to all subcontractors or other persons employed by any contractor employed by the Town of Orangetown.
34. No contract is deemed to have been created until approved by the Town Board and the Town Attorney, and executed by the Town Supervisor of the Town of Orangetown.
35. 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.
36. The Town of Orangetown, through a Town Board Resolution reserves the right to extend the Contract for one (1) year or multiple years, under the same terms and conditions, providing all parties concerned are in agreement, and all insurance policies remain in effect.

PROPOSAL

**FOR: PROVIDING BUS TRANSPORTATION FOR THE ORANGETOWN
SUMMER DAY/TEEN CAMP FOR THE 2019 SEASON**

**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 bids, dated April 2, 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, 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 bids, whether received by the undersigned or not.

The undersigned proposes to provide **BUS TRANSPORTATION FOR THE ORANGETOWN SUMMER DAY/TEEN CAMP FOR THE 2019 SEASON, FOR THE DEPARTMENT OF RECREATION AND PARKS, 81 HUNT ROAD, ORANGEBURG, ROCKLAND COUNTY, NEW YORK**, according to the Specifications and directions of the Director of Parks, Recreation and Buildings. 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:

Providing All-Day Bus Transportation, beginning July 1st -August 9th, 2019.

Provide bus transportation between bus pickup points and the German Masonic Picnicgrounds (schedule to be provided by the Town of Orangetown) during morning and afternoon schedules. In addition, buses remain at the site throughout the day from 8:45 AM until departure at 4:15 PM. (3-4 Buses)

PRICE PER BUS:

\$ 405.00 PER BUS/PER DAY

Provide Morning and Afternoon Bus Service at the Day Camp (1-2 Buses)

PRICE PER BUS: \$ 286.00 PER BUS/PER DAY

Provide Afternoon Bus Service for Teen Camp (1 Bus)

PRICE PER BUS: \$ 35.00 PER BUS/PER DAY

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

Each proposal must be accompanied by a certified check of the bidder or by 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.

All bids will be honored for one (1) year from the date of the Agreement.

Providing of materials, equipment and labor shall be completed according to schedule in the specifications.

No contract is deemed to have been 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. All contracts are subject to appropriations approved by the Town Board, after having been provided for in the Town Budget.

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

Prices for PROVIDING BUS TRANSPORTATION FOR THE ORANGETOWN SUMMER DAY/TEEN CAMP FOR THE 2019 SEASON, shall include providing all equipment and labor necessary to complete the project, as described in the specifications.

It is understood that the contractor shall be required to post a Performance Bond acceptable to the Town Attorney by a bonding company acceptable to the Town in an amount of one hundred percent (100%) of the contract price, and assuring full performance.

The Non-collusion Statement attached hereto forms a part of this bid.

This Bid includes Addenda No. None. (To be filled in by Bidder if Addenda are issued).

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 Orangetown and any attempts to sign the Contract without the Town's written consent is null and void.

The Town of Orangetown 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 Worker's Compensation Law.

The Town shall have all its common law, equitable and statutory rights of set off. These rights shall include, but not be limited to, the Town's option to withhold for the purpose of set off monies due to the Contractor with the Town. The contractor shall establish and 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 (6) additional years thereafter.

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.

In addition to the methods of service allowed by the New York State Civil Practice Law and Rules, the Contractor hereby consents to services or process upon it by certified mail, return receipt requested.

Service hereunder shall be complete 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 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 shall have thirty (30) calendar days after service hereunder is complete in which to respond.

Contractor warrants and represents that all employees and independent 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.

All contractor actually undertaking the work contracted for 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 claim, suit, action or dispute involving wages paid to all subcontractors or other persons employed by any contractor employed by the Town of Orangetown.

Time of Completion

The undersigned agrees to commence work at the site on the date ordered by the Owner, in conformance with the requirements of the Contract Documents, and further agrees to complete the work under the Contract as specified in the Agreement, and in the paragraph entitled, "Time of Completion" in the General Provisions of the Specifications, bound with and forming part of the Contract Documents.

As delay beyond the agreed date of completion is detrimental to the Owner, the undersigned agrees to pay the Owner liquidated damages in the amounts set forth in the Agreement, and further agrees that no payments will be made after such agreed date of completion, until the final completion of the work.

Acceptance of Award

If written notice of the acceptance of this proposal is mailed, telegraphed or delivered to the undersigned within forty-five (45) calendar days after the date of opening of proposals, or any time thereafter before the proposal is withdrawn, the undersigned will, within ten (10) calendar days after the date of mailing,

telegraphing, or delivering of such notice of acceptance, execute and deliver a Contract in the form included in the Contract Documents, and will simultaneously deliver the required performance bond, the Labor and Material Payment Bond, and Maintenance Bond and insurance certificates.

Bidder's Representations

The undersigned bidder hereby represents as follows:

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

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 Owner to which the bid made, or his designee, determine that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder

- (1) has published price lists, rates or tariffs covering items being procure;
- (2) has informed prospective customers of proposed or pending publications of new or revised price lists for such items;
- (3) has sold the same items to other customers at the same prices being bid; does not constitute, without more, a disclosure within the meaning of subparagraph (a).

Security of Proposal

The undersigned submits, as security accompanying this proposal:

Certified Check in the amount of \$ _____ or

Bid Bond in the amount of \$ 5% of amount bid

With _____ as surety thereon.

Attachments to Proposal

The following attachments, in triplicate, are hereby made a part of this proposal:

1. Sworn statement of previous experience consisting of 1 pages;
2. Sworn statement of business and technical organizations consisting of 1 sheets;
3. Recent (within three months) financial statements, consisting of 6 sheets;

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.

_____(L.S.)
Principal

Surety

By _____

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of NEW YORK)
County of ROCKLAND) ss:

On this 25TH day of APRIL 2002, 2019
before me personally came

Timothy E. Flood, to me known, who,
being by me duly sworn, did depose and say: that he resides at

Campbell Hall, NY

that he is the Exec VP of Chestnut Ridge Transportation

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.

Junior P. Berridge
Notary Public

JUNIOR P. BERRIDGE
Notary Public, State of New York
No. 01BE6016460
Qualified in Rockland County
Commission Expires November 23, 2022

- 3. Sworn statement of plant and equipment available for use on this project, consisting of 1 sheets.

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, telegraphed, or delivered (also include permanent street address if different from mailing address):

The undersigned agrees to comply with the requirements as to conditions of employment, wage rates, and hours of labor as set forth in the Contract Documents.

This proposal may not be withdrawn prior to the scheduled time for the opening of proposals or any authorized postponement.

Dated: 4/25/2019

CHESTNUT RIDGE TRANSPORTATION, INC.

By: 

TIMOTHY E. FLOOD, EXECUTIVE VICE PRESIDENT

Permanent Street Address:

56 W. CHURCH STREET, SPRING VALLEY, NY 10977

Telephone Number: 845-356-2200


*Insert Bidder's Name

STATE OF NEW YORK

COUNTY OF ROCKLAND

TIMOTHY E. FLOOD, the signer of the above Proposal, being duly sworn, says that the several matters stated therein are in all respects true to the knowledge of the deponent.

Sworn to and subscribed to before me this 25TH day of APRIL, 2019.


NOTARY PUBLIC

JUNIOR P. BERRIDGE
Notary Public, State of New York
No. 01BE0016460
Qualified in Rockland County
Commission Expires November 23, 2022

If a corporation, give the State of Incorporation, using the phrase "a corporation organized under the laws of NEW YORK".

If partnership, give names of partners, using also the phrase "co-partners" trading and doing business under firm name and style of N/A.

If an individual using a trade name, give individual name, using also the phrase "an individual business under the firm name and style of N/A".

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: 4/25/2019

BY: 
TIMOTHY E. FLOOD, EXECUTIVE VP
FOR: CHESTNUT RIDGE TRANSPORTATION, INC.

BID BOND

Know all men by these presents, that we, the undersigned _____

CHESTNUT RIDGE TRANSPORTATION, INC

As principal, and THE HANOVER INSURANCE COMPANY

as Surety are hereby held and firmly bound unto the Town of Orangetown

in the penal sum of FIVE PERCENT (5%) OF AMOUNT BID (\$) DOLLARS

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 24TH day of APRIL 20 19.

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 BUS TRANSPORTATION FOR THE ORANGETOWN SUMMER DAY/TEEN CAMP

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.

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____)
County of _____) ss:

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 _____)
County of _____) ss:

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

STATE OF NEW YORK)
Ss:
COUNTY OF ROCKLAND)

On the 25TH day of APRIL, 2019, before me, the undersigned a Notary Public in and for said state, personally appeared TIMOTHY E. FLOOD, 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.

Junior P. Berridge
Notary Public

JUNIOR P. BERRIDGE
Notary Public, State of New York
No. 01BE6016460
Qualified in Rockland County
Commission Expires November 23, 2022

STATE OF NEW YORK)
Ss:
COUNTY OF ROCKLAND)

On the 25TH day of APRIL, 2019, before me, the undersigned a Notary Public in and for said State, personally appeared TANYA ZITZELSBERGER, the subscribing witness(es) to the foregoing instrument, with who I am personally acquainted who, being by me duly sworn, did depose and say that he/she/they reside(s) in TOMKINS COVE, NY

that he/she/they know(s) TIMOTHY E. FLOOD to be the individual(s) described in and who executed the foregoing instrument; that said subscribing witness(es) was/were present and saw said TIMOTHY E. FLOOD execute the same; and that said witness(es) at the same time subscribed his/her/their name(s) as a witness thereto.

Junior P. Berridge
Notary Public

JUNIOR P. BERRIDGE
Notary Public, State of New York
No. 01BE6016460
Qualified in Rockland County
Commission Expires November 23, 2022

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 **CHRISTOPHER E. 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 **ARIC T. GORTON**, personally know 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 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.

DATE: _____

ROBERT MAGRINO, TOWN ATTORNEY

GENERAL CONDITIONS

1. It is understood that the contractor shall be required to post a performance bond acceptable to the Town Attorney by a bonding company acceptable to the Town in an amount equal to one hundred percent of the cost of the contract and assuring full performance.
2. The specifications, drawings and any instructions set forth herein are complimentary, are intended to provide for, and include everything necessary for the proper and complete orderly execution and finishing of the work. Words, which have a well known technical or trade meaning used to describe work, materials or equipment, shall be interpreted in accordance with such customary and recognized meaning. Reference to standard specifications, manuals or code of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws and Regulations in effect at the time of the opening of bids, except as may be otherwise specifically stated. However, no provisions of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the contract documents) shall be effective to change the duties and responsibilities of the Town, contractor or engineer or of any of their consultants, agents or employees from those set forth on the contract documents, nor shall it be effective to assign to the engineer, or any of the engineer's consultants, agents or employees any duty or authority to supervise or direct the furnishing or performance of the work.
3. A date for final inspection of the work by the *Architect* and the Town shall be set by the contractor in written request therefor, which date shall be not less than ten (10) days after the date of such request. Prior to the final inspection, the various items of equipment and related work shall be placed in operation by the respective contractors whose work is involved, to satisfactorily demonstrate that the various elements of work will operate in accordance with the intent of the Plans, Specifications and approved Shop Drawings.
4. The Town may, at its option, terminate the contract, in whole or in part, at any time by ten (10) days written notice (delivered by certified or registered mail, return receipt requested) to the contractor, whether or not the contractor is in default.

Upon such termination, the contractor shall waive any claims for damages, including loss of anticipated profits on account thereof, but as the sole right and remedy of the contractor, the Town shall pay the contractor in accordance with the amount of work, labor provided and/or materials delivered.

5. It is further agreed that the contractor shall and will keep and maintain improvements herein before referred to, together with all its appurtenances, in good conditions and repair, for a term of one (1) year from the date of 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 authorized to do business in the Town of Orangetown, County of Rockland, State of New York as surety covering the work of maintenance herein contemplated and as is acceptable to the Town.
6. 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 execution of the contract, he will furnish to the Town a current wage rate schedule approved by the State of New York Labor Department.
7. In the performance of this Contract, the Contractor shall make provisions for the installation, maintenance and effective operations 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.
8. In the performance of the work contemplated by this Contractor 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. 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 Town Supervisor or his designee shall require Contractor and each every subcontractor to file a statement in writing in a form satisfactory to such officer certifying to the amounts they are 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 amounts due to each respectively, which statement so 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 if his own knowledge.
10. 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.
11. 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 thereof, 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.
12. The contractor and his subcontractor shall not employ on the site 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, suspensions of work or similar troubles by workmen employed by the Contractors or his subcontractors, or by any of the trades working in or about the building 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.

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

State of)
) ss:
County of)

On this _____ day of _____, 200____, 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 _____, 200____, 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

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day
of _____ 20____, 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
the CHESNTUT RIDGE TRANSPORTATION, INC.
a domestic corporation having its principal place of business
at 56 W. CHURCH STREET, SPRING VALLEY, NY 10977
party of the second part, hereinafter called the "CONTRACTOR".

WHEREAS, the Contractor has submitted a proposal to *provide* the following
*BUS TRANSPORTATION FOR THE ORANGETOWN SUMMER DAY/TEEN CAMP FOR
THE 2019 SEASON*, for the Town of Orangetown, Department of Parks, Recreation
and Buildings, 81 Hunt Road, Orangeburg, New York in accordance with the
Specifications and other Contract Documents attached hereto and made a part hereof,
for the following prices:

PROVIDING ALL DAY/TEEN BUS TRANSPORTATION:

Price Per Bus: \$ 405.00 PER BUS/PER DAY

\$ 405.00 PER BUS/PER DAY

(In Figures)

\$ FOUR HUNDRED FIVE DOLLARS PER BUS/PER DAY
(Dollars in Words)

\$ ZERO CENTS
(Cents in Words)

PROVIDING MORNING AND AFTERNOON BUS SERVICE FOR DAY CAMP:

Price Per Bus: \$ 286.00 PER BUS/PER DAY

\$ 286.00 PER BUS/PER DAY
(In Figures)

\$ TWO HUNDRED EIGHTYSIX DOLLARS PER BUS/PER DAY
(Dollars in Words)

\$ ZERO CENTS
(Cents in Words)

PROVIDING AFTERNOON BUS SERVICE FOR TEEN CAMP:

Price Per Bus: \$ 35.00 PER BUS/PER DAY

\$ 35.00 PER BUS/PER DAY
(In Figures)

\$ THIRTY FIVE DOLLARS PER DAY/PER BUS
(Dollars in Words)

\$ ZERO CENTS
(Cents in Words)

AND WHEREAS, the Town is desirous of *accepting* said *BUS TRANSPORTATION* at the prices indicated above,

NOW THEREFORE, IT IS UNDERSTOOD AND AGREED AS FOLLOWS:

1. No contract is deemed to have been created until approved by the Town Board and the Town Attorney.
2. It is understood that there must be a written contract executed by the Supervisor of the Town of Orangetown, pursuant to Town Board Resolution.
3. This contract is subject to appropriations approved by the Town Board.
4. It is understood and agreed between the parties hereto that no claims for damages or extra work shall be made in connection with this work, except such as may be ordered by the Town's representative, with the approval by resolution of the Town Board and further evidenced by the execution of a supplemental agreement between the Town and contractor covering the same.
5. It is further understood and agreed that in case there is a variation between the terms of this contract and such plans and specifications or between any of them, the Town Board shall determine which shall control and its decision shall be final.
6. It is further understood and agreed that title to all materials delivered shall vest in and become the property of Town.
7. The Contractor shall provide general liability, statutory disability benefits, workmen's compensation, unemployment insurance and social security in a form acceptable to the Town Attorney.
8. It is expressly understood and agreed that this contract is subject to the provisions of Section 103A and 103B of General Municipal Law of the State of New York, as amended by Chapter 605 of the Laws of the 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, to sign a waiver of immunity against subsequent criminal prosecution or to answer relevant questions 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 any public department, agency, or official thereof for goods, work or services, for a period of five (5) years after such refusal, and to provide also that:

(b) Any and all contracts made with any municipal corporation or any public 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 shall be paid.

9. 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 a 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 questions concerning such transaction or contract 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 of refusal.
10. 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, color, discriminate against any citizen of the State of New York 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 or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, sex, or national origin.

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 Orangetown any attempts to assign the contract without the Town's written consent is null and void and shall constitute a breach.
12. The Town shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to the Town's option to withhold for the purposes of set-off, monies 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 (6) 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 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 process or upon the Town's receipt of the return thereof, by the United States 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. The contractor warrants and represents that all employees and independent contractors affiliated with or employed by such contractors or any subcontractor shall be compensated at the prevailing wage, including, where applicable, wage rates mandated by the New York State Department of Labor the work performed in connection with any project.

16. All contractors actually undertaking the work contracted for 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 claim, suit action or dispute involving wages paid to all subcontractors or other persons employed by any contractor.
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 benefits of such employees, as are required to be covered by the provision of the Worker's Compensation Law. Failure to do so shall constitute a breach of this contract.
18. No sales tax or other taxes will be charged to the Town. The Town will furnish to contractor such proof of tax exemption as may be required by law.
19. The Proposal and Non-collusion Statement made pursuant to Section 103d of the General Municipal Law and the Specifications provided for in the bid herein are made a part hereof as though set forth at length herein.
20. The contractor must pay for all delivery charges of all materials without further compensation.
21. Payments are to be made after submission of invoices and/or such other documentation as is required by the Town's Department of Finance.
22. Any item of work required to be done or material to be furnished to complete the work shown on the plans or specifications or provide the materials must be done or furnished whether or not the same is specifically shown or included in the plans and specifications.
23. 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 WILL be given to the Town Attorney in the event of termination, prior to the completion of the contract.

24. Whenever the term "Contract Documents" is used, it shall mean and include the Notice to Bidders, Instructions to Bidders, Bid Proposal, Contract, General and Special Conditions, Contract Bonds, Proposal, Plans or Drawings, Specifications, Addenda, all change orders issued after the execution of the contract and any and all other writings necessary to complete the project or provide the materials.
25. The term "subcontractor" includes any individual, firm, or corporation having a direct contract with the contractor or with any other subcontractor for the performance of a part of the work of the project.
26. No official of the Town who is authorized in such capacity and on behalf of the Town to negotiate, make, accept or approve, or take part in negotiating, making accepting or approving any engineering, inspection, construction or material supply contract, or any subcontract in connection with the construction for the project shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Town who is authorized in such capacity and on behalf of the Town to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of this project, shall become directly or indirectly personally interested in this contract, subcontract, insurance contract or any other contract pertaining to the project.
27. Except for specific provisions otherwise set forth in the Contract Documents, any disputes concerning questions of fact or circumstances arising out this contract shall be mutually resolved through good faith mediation between the contractor and the Town. The contractor shall carry on the work and maintain his progress schedule during all disputes or disagreements with the Town. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the contractor and the Town may otherwise agree in writing.
28. The Town may withhold from the contractor so much of any payments due him as may, in the judgment of the Town, be necessary to assure satisfaction of claims made to the Town and claims of the Town.
29. If the contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within such time, the Town may, by written notice to the contractor,

terminate his right to proceed with the work or such part of the work as to which there has been delay. In such event, the Town may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work, such materials, appliances and plant as may be on the site of the work and necessary thereof. Whether or not the contractor's right to proceed with the work is terminated, he and his sureties shall be liable for any damage or cost to the owner resulting from his refusal or failure to complete the work within the specified time.

- 30. 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.
- 31. Where applicable, it is understood that the Contractor shall be required to post a Performance Bond acceptable to the Town Attorney by a bonding company acceptable to the Town in an amount of *one hundred percent (100%)* of the contract price, and assuring full performance.
- 32. The Town of Orangetown, through a Town Board Resolution reserves the right to extend the Contract for up to three (3) years, under the same terms and conditions, providing all parties concerned are in agreement, and all insurance policies remain in effect.

ATTEST:

TOWN CLERK
(SEAL)

TOWN OF ORANGETOWN

By _____
SUPERVISOR

TOWN OF ORANGETOWN
DEPARTMENT OF PARKS, RECREATION

By _____
DIRECTOR

ATTEST:

SECRETARY
(SEAL)

CONTRACTOR AND/OR CONTRACTING
FIRM/CORPORATION

By _____

Chestnut Ridge Transportation, Inc.

56 West Church Street
Spring Valley, NY 10977
Phone: 845-356-2200
Fax: 845-356-1200

John D. Corr, President
Timothy E. Flood, Executive Vice President
Helen Schwabacher, Vice President of Operations
James Rogan, Director of Safety
James Gocke, Director of Maintenance

Statement of Experience

Chestnut Ridge Transportation, Inc. has provided the services specified in this bid to the Town of Ramapo for the past 20 years.

Listed below are three school districts that we currently provide transportation for:

- 1) East Ramapo Central School District
105 S. Madison Avenue
Spring Valley, NY 10977

Contact: Douglas Schwegler
Transportation
(845) 577-6588

- 2) Ramapo Central School District
45 Mountain Avenue
Hillburn, NY 10931

Contact: Mrs. Rena Gesner
Transportation Office
(845) 357-7783 ext. 227

- 3) Pearl River Central School District
275 East Central Avenue
Pearl River, NY 10965

Contact: Quintan Van Wynen, Jr.
Director of Operations
(845) 620-3911

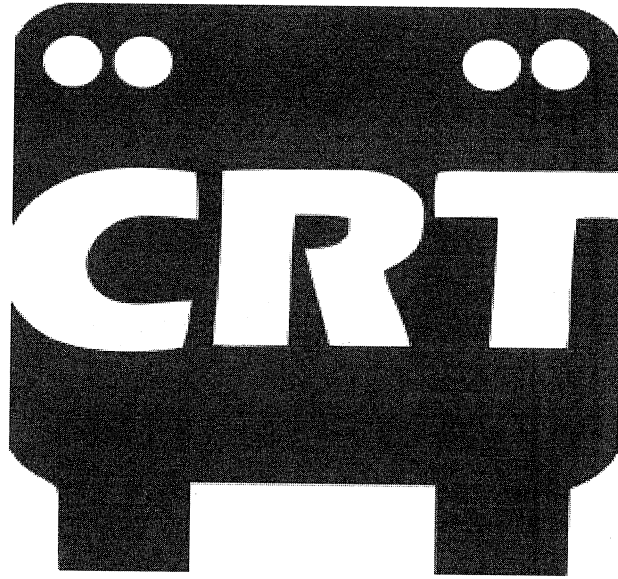
CHESTNUT RIDGE TRANSPORTATION, INC.

VEHICLE LIST FOR TOWN OF ORANGETOWN

SUMMER DAY/TEEN CAMP BID 2019

Vehicle#	Make	Year	Vin	A Cap	C Cap	A/C
212	IC	2014	4DRBUSKN0EB350530	43	65	Y
213	IC	2016	4DRBUC8N7GB078543	44	66	Y
215	IC	2014	4DRBUSKN2EB350531	43	65	Y
216	IC	2015	4DRBUC8N3FB608375	44	66	Y
218	IC	2015	4DRBUC8N5FB608376	44	66	Y
225	IC	2016	4DRBUC8N9GB078544	44	66	Y
226	IC	2016	4DRBUC8N0GB078545	44	66	Y
229	IC	2016	4DRBUC8N0GB078546	44	66	Y

Do not disseminate - for bid purpose only.
Proposer believes this document is not subject to the FOIL Act.



CHESTNUT RIDGE TRANSPORTATION, INC.

FINANCIAL STATEMENTS

DECEMBER 31, 2018 AND 2017

BALANCE SHEETS
AS OF DECEMBER 31, 2018 AND 2017

ASSETS

	<u>2018</u>	<u>2017</u>
<u>Current Assets:</u>		
Cash	\$ 1,389,959	\$ 934,108
Accounts Receivable - Net	3,739,438	2,538,052
Shop Inventory	647,454	606,675
Fuel Tax Refunds Receivable	215,368	185,695
Prepaid Expenses	<u>5,200</u>	<u>250,749</u>
 Total Current Assets	 <u>5,997,419</u>	 <u>4,515,279</u>
 <u>Property and Equipment:</u>		
Revenue Producing Equipment	30,460,236	30,356,893
Garage and Service Equipment	671,910	735,477
Furniture and Fixtures	113,543	140,294
Leasehold Improvements	<u>1,163,589</u>	<u>1,153,205</u>
 Total	 32,409,278	 32,385,869
 Accumulated Depreciation	 <u>(16,873,192)</u>	 <u>(16,322,041)</u>
 Property and Equipment - Net	 <u>15,536,086</u>	 <u>16,063,828</u>
 <u>Other Assets:</u>		
Deposits and Other Assets	<u>50,353</u>	<u>28,603</u>
 Total Other Assets	 <u>50,353</u>	 <u>28,603</u>
 Total Assets	 <u>\$ 21,583,858</u>	 <u>\$ 20,607,710</u>

MANAGEMENT PREPARED

BALANCE SHEETS
AS OF DECEMBER 31, 2018 AND 2017

LIABILITIES AND SHAREHOLDERS' EQUITY

	<u>2018</u>	<u>2017</u>
<u>Current Liabilities:</u>		
Loans Payable - Affiliate - Current Portion	\$ 2,085,124	\$ 2,225,722
Accounts Payable	532,546	305,630
Accrued Expenses	230,898	214,444
Accrued Insurance Reserves	139,293	150,750
Due to Affiliates	2,578,406	6,413,921
Note Payable - Shareholder	<u>499,000</u>	<u>525,000</u>
Total Current Liabilities	6,065,267	9,835,467
<u>Other Liabilities:</u>		
Accrued Insurance Reserves	170,248	184,250
Loans Payable - Affiliate - Net of Current Portion	<u>7,982,178</u>	<u>3,977,308</u>
Total Other Liabilities	<u>8,152,426</u>	<u>4,161,558</u>
Total Liabilities	14,217,693	13,997,025
<u>Shareholders' Equity</u>		
Common Stock	100,000	100,000
Additional Paid-in Capital	613,853	613,853
Retained Earnings	<u>6,652,312</u>	<u>5,896,835</u>
Total Shareholders' Equity	<u>7,366,165</u>	<u>6,610,688</u>
Total Liabilities and Shareholders' Equity	<u>\$ 21,583,858</u>	<u>\$ 20,607,713</u>

MANAGEMENT PREPARED

Do not disseminate - for bid purpose only.
 Proposer believes this document is not subject to the FOIL Act.
CHESTNUT RIDGE TRANSPORTATION, INC.

STATEMENTS OF INCOME AND RETAINED EARNINGS
FOR THE YEARS ENDED DECEMBER 31, 2018 AND 2017

	<u>2018</u>	PERCENT OF <u>REVENUE</u>	<u>2017</u>	PERCENT OF <u>REVENUE</u>
Revenue	\$ 29,728,105	100.0 %	\$ 26,765,100	100.0 %
<u>Operating Expenses:</u>				
Direct	25,644,341	86.4	22,981,665	85.9
General and Administrative	<u>2,880,608</u>	<u>9.6</u>	<u>2,716,208</u>	<u>10.2</u>
Total Operating Expenses	<u>28,524,949</u>	<u>96.0</u>	<u>25,697,873</u>	<u>96.1</u>
Income from Operations	1,203,156	4.0	1,067,227	3.9
<u>Other Income (Expense):</u>				
Interest Expense	(420,598)	(1.4)	(355,030)	(1.3)
Gain or Loss on Disposition of Equipment	<u>(18,894)</u>	<u>(0.1)</u>	<u>91,193</u>	<u>0.3</u>
Total Other Expense	<u>(439,492)</u>	<u>(1.5)</u>	<u>(263,837)</u>	<u>(1.0)</u>
Income Before Provision for State Income Taxes	763,664	2.5	803,390	2.9
Provision for State Income Taxes	<u>(8,183)</u>	<u>-</u>	<u>(8,645)</u>	<u>-</u>
Net Income	755,481	<u>2.5 %</u>	794,745	<u>2.9 %</u>
Retained Earnings - Beginning of Year	5,896,831		5,102,090	
Distributions	<u>-</u>		<u>-</u>	
Retained Earnings - End of Year	<u>\$ 6,652,312</u>		<u>\$ 5,896,835</u>	

MANAGEMENT PREPARED

SCHEDULES SUPPORTING STATEMENTS OF INCOME AND RETAINED EARNINGS
FOR THE YEARS ENDED DECEMBER 31, 2018 AND 2017

	<u>2018</u>	PERCENT OF <u>REVENUE</u>	<u>2017</u>	PERCENT OF <u>REVENUE</u>
<u>Direct Operating Expenses:</u>				
Salaries - Drivers	\$ 9,540,100	32.1 %	\$ 8,714,674	32.6 %
Salaries - Drivers' Assistants	1,044,537	3.5	990,046	3.7
Salaries - Mechanics	1,930,632	6.5	1,769,998	6.6
Salaries - Shop Office	387,723	1.3	382,053	1.4
Salaries - Maintenance	238,569	0.8	196,233	0.7
Salaries - Fuelers and Cleaners	230,096	0.8	203,075	0.8
Salaries - Dispatch	580,904	2.0	483,297	1.8
Salaries - Safety	557,147	1.9	501,875	1.9
Payroll Taxes	1,491,299	5.0	1,496,972	5.6
Workers' Compensation Insurance	1,403,824	4.7	770,615	2.9
Employee Benefits	<u>95,946</u>	<u>0.3</u>	<u>47,196</u>	<u>0.2</u>
Total Payroll and Related Costs	17,500,777	58.9	15,556,034	58.2
Vehicle Maintenance	59,446	0.2	69,362	0.3
Vehicle Tracking	92,344	0.3	77,987	0.3
Vehicle Registration	74,642	0.3	77,200	0.3
Parts and Tires	847,534	2.9	869,676	3.2
Gas and Oil	1,897,405	6.4	1,318,687	4.9
Subcontracting	31,782	0.1	32,784	0.1
Equipment Maintenance	78,957	0.3	111,347	0.4
Shop and Building Supplies	59,572	0.2	82,096	0.3
Building Maintenance	209,295	0.7	195,807	0.7
Drivers' Expenses	106,269	0.4	93,199	0.3
Recruitment and Retention	60,185	0.2	72,033	0.3
Tolls and Parking	131,208	0.4	150,755	0.6
Rent and Real Estate Taxes	475,575	1.6	505,858	1.9
Utilities	70,728	0.2	53,248	0.2
Insurance	911,073	3.1	797,427	3.0
Health Insurance	440,789	1.5	435,943	1.6
Depreciation and Amortization	<u>2,596,760</u>	<u>8.7</u>	<u>2,482,222</u>	<u>9.3</u>
Total Direct Operating Expenses	<u>\$ 25,644,341</u>	<u>86.4 %</u>	<u>\$ 22,981,665</u>	<u>85.9 %</u>

MANAGEMENT PREPARED

SCHEDULES SUPPORTING STATEMENTS OF INCOME AND RETAINED EARNINGS
FOR THE YEARS ENDED DECEMBER 31, 2018 AND 2017

	<u>2018</u>	PERCENT OF <u>REVENUE</u>	<u>2017</u>	PERCENT OF <u>REVENUE</u>
<u>General and Administrative Expenses:</u>				
Salaries - Officers	\$ 150,000	0.5 %	\$ 135,000	0.5 %
Salaries - Office	613,717	2.1	523,580	2.0
Payroll Taxes	95,189	0.3	95,551	0.4
Workers' Compensation Insurance	14,180	-	7,784	-
Employee Benefits	<u>95,946</u>	<u>0.3</u>	<u>47,196</u>	<u>0.2</u>
 Total Payroll and Related Costs	 969,032	 3.2	 809,111	 3.1
 Management Fee	 800,000	 2.7	 800,000	 3.0
Advertising and Promotion	12,762	-	15,757	0.1
Bank Charges	559	-	(58)	-
Consulting Fees	-	-	18,000	0.1
Computer Expense	50,366	0.2	30,240	0.1
Contributions	21,335	0.1	8,070	-
Dues and Subscriptions	15,653	0.1	19,246	0.1
Insurance	303,691	1.0	265,809	1.0
Health Insurance	146,930	0.5	145,314	0.5
Office Supplies and Expenses	71,287	0.2	62,116	0.2
Payroll Preparation Service	76,101	0.3	81,551	0.3
Professional Fees	79,006	0.3	125,040	0.5
Travel and Conferences	36,582	0.1	33,539	0.1
Telephone	37,147	0.1	36,324	0.1
Rent and Real Estate Taxes	158,525	0.5	168,619	0.6
Utilities	70,728	0.2	53,248	0.2
Bad Debt	<u>30,904</u>	<u>0.1</u>	<u>44,282</u>	<u>0.2</u>
 Total General and Administrative Expenses	 <u>\$ 2,880,608</u>	 <u>9.6 %</u>	 <u>\$ 2,716,208</u>	 <u>10.2 %</u>

MANAGEMENT PREPARED



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/23/2019

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

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

PRODUCER PA Post / Hilb Group of New Jersey One International Boulevard Suite 405 Mahwah NJ 07495	CONTACT NAME: Keith Adams	
	PHONE (A/C, No, Ext): (201)252-3010	FAX (A/C, No): (201)252-3011
	E-MAIL ADDRESS: kadams@papost.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: National Interstate Ins. Co.	32620
INSURED The Trans Group, LLC Chestnut Ridge Transportation Inc 56 W. Church Street Spring Valley NY 10977	INSURER B: NJ Manufacturers Ins Co. 12122	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 19-20 CRT/TTG Master 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 <input checked="" type="checkbox"/> OTHER: GARAGE LIABILITY			PSN000009012	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Garage Keepers			PSN000009012	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Garage Keepers Liability \$ 100,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PXN000009012	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	W38786-0-18	7/1/2018	7/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	SEXUAL MISCONDUCT			PSN000009012	1/1/2019	1/1/2020	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED, BUT ONLY AS RESPECTS THE OPERATIONS OF THE NAMED INSURED.

RE: 2019 Bus Transportation for the Orangetown Summer Day/Teen Camp

CERTIFICATE HOLDER

TOWN OF ORANGETOWN
26 ORANGEBURG ROAD
ORANGEBURG, NY 10962

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Keith Adams/HANA

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The Hanover Insurance Company

Massachusetts Bay Insurance Company
Worcester, MA 01605

CONSENT OF SURETY

We, the undersigned, **THE HANOVER INSURANCE COMPANY** and/or **MASSACHUSETTS BAY INSURANCE COMPANY**, corporations organized and existing under the laws of the state of New Hampshire and authorized to do business in the State of **NY** with offices at **Worcester, Massachusetts** do hereby consent and agree with **TOWN OF ORANGETOWN** that if the foregoing proposal of **CHESTNUT RIDGE TRANSPORTATION, INC.** for **2019 BUS TRANSPORTATION FOR THE ORANGETOWN SUMMER DAY / TEEN CAMP** be accepted and the contract be timely awarded and executed by **TOWN OF ORANGETOWN** we will, upon its being awarded and entered into, become surety for the said Error! Reference source not found.

In a sum not to exceed **AMOUNT BID** Dollars (\$)) for the faithful performance of said contract.

Signed, sealed and dated this **24TH** of **APRIL, 2019**

**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY**

BY: 
DEBRA J. EZRA, ATTY-IN-FACT

SURETY ACKNOWLEDGEMENT

STATE OF NJ

COUNTY OF BERGEN

On this 24th day of April in the year 2019, before me personally came Debra J. Ezra to me known, who being

by me duly sworn, did depose and say that he/she resides in MAHWAH, NJ;

that he/she is the attorney-in-fact of The Hanover Insurance Company, the corporation

described in and which executed the above instrument; that he/she 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/she signed his/her name

thereto by like order.

Karen Swistak

Notary Public

My Commission expires _____

KAREN SWISTAK
NOTARY PUBLIC OF NEW JERSEY
ID # 50011902
My Commission Expires 3/12/2020

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Robert G. Lull and Debra J. Ezra

Of Atlantic Coast Surety, Inc. of Mahwah NJ each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Ten Million and No/100 (\$20,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 15th day of March, 2019.

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John C. Roche

John C. Roche, EVP and President



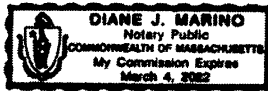
The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

James H. Kawiecki

James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 15th day of March, 2019 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Diane J. Marino
Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 24th day of April 2019

CERTIFIED COPY

Theodore G. Martinez
Theodore G. Martinez, Vice President

**The Hanover Insurance Company, Bedford, New Hampshire
Assets and Liabilities as of December 31, 2017**

ASSETS

	2017
Cash in Banks (Including Short-Term Investments).....	\$ 86,926,941
Bonds and Stocks.....	\$5,604,629,561
Other Admitted Assets.....	<u>\$2,056,548,261</u>
Total Admitted Assets.....	<u>\$7,748,104,763</u>

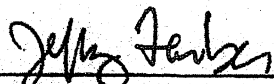
LIABILITIES, CAPITAL AND SURPLUS

Reserve for Unearned Premiums.....	\$1,669,354,441
Reserve for Loss and Loss Expense.....	\$3,299,915,486
Reserve for Taxes.....	\$ 25,064,600
Funds held under reinsurance treaties.....	\$ 3,217,721
Reserve for all other liabilities.....	\$ 678,818,879
Capital Stock - \$1.00 par.....	\$ 5,000,000
Net Surplus.....	<u>\$2,066,733,636</u>
Policyholders' Surplus.....	<u>\$2,071,733,636</u>
Total Liabilities, Capital and Surplus.....	<u>\$7,748,104,763</u>

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF WORCESTER

I, Jeffrey Farber, Assistant Treasurer of The Hanover Insurance Company, being duly sworn deposes and says that he is the above described officer of said Company, and certifies that the forgoing statement is a true statement of the condition and affairs of the said Company on December 31, 2017.



Jeffrey Farber
Assistant Treasurer