

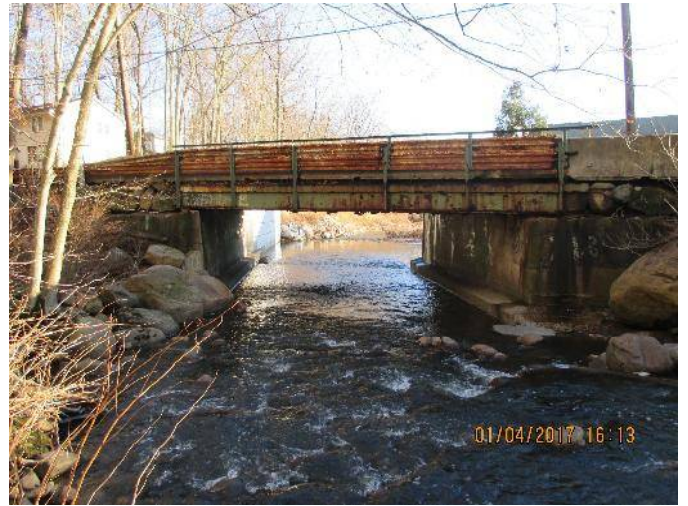
The Rockland County Highway Department  
Invites You to a Public Information Meeting for the  
*West Washington Avenue over Pascack Brook*

Bridge Replacement (BIN 3346020)

Wednesday, May 29, 2019

7:30 p.m.

**Orangetown Town Hall, Multi-Purpose Room, 26 Orangeburg Road, Orangeburg NY, 10962**



**Project Name:** West Washington over Pascack Brook, Bridge Replacement (BIN 3346020)

**Project Location:** Town of Orangetown, Rockland County, NY

**Project Limits:** 700 feet west of the bridge to 400 feet east of the bridge along West Washington Avenue

**Public Involvement:** The purpose of the meeting is to obtain comments on the proposed project from individuals, groups, officials and local agencies. The County is specifically soliciting comments on the development of alternates for the project and comments on the project's social, economic and environmental effects. This public informational meeting is part of the continuing efforts by the County, the New York State DOT and the Federal Highway Administration to encourage public input into the development of transportation projects. Written comments on the project should also be forwarded to the County.

**Project Contact:** Mr. Joseph Pyzowski, P.E.  
Rockland County Highway Department  
23 New Hempstead Road  
New City, NY 10956  
Phone: (845) 638-5060

**LOCAL LAW NO. \_\_\_ OF 2019 OF THE  
INCORPORATED TOWN OF ORANGETOWN, NEW YORK  
TOWN BOARD TO AMEND CHAPTER 39 OF THE TOWN CODE  
ENTITLED “VEHICLES AND TRAFFIC”**

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

Chapter 39- entitled “Vehicles and Traffic” Article I, “Vehicle and Traffic Regulations” originally adopted by the Town Board on 12-9-1964 by L.L. No. 3-1964 is hereby amended by adding an additional Section as follows:

**§ 39-13.6 *Bicycling and skating on public streets.***

Notwithstanding the provisions of Subdivision (b) of § 1234 of the Vehicle and Traffic Law of the State of New York, persons riding bicycles or skating or gliding on in-line skates upon any public street within the Town of Orangetown shall not ride more than one abreast and shall ride, skate or glide near the right-hand curb or edge of the roadway or upon a usable right-hand shoulder in such a manner as to prevent undue interference with the flow of traffic except when preparing for a left-hand turn or when necessary to avoid conditions that would make it unsafe to continue along near the right-hand curb or edge. This section shall supersede any provision of the Vehicle and Traffic Law that is inconsistent herewith. All other provisions of such law shall remain in full force and effect. Penalties for violating this section shall be governed by Orangetown Town Code Section 39-19.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/05/2019

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

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


<b>PRODUCER</b> HOWARD M. LANE 500 ROUTE 32 PO BOX 1014 HIGHLAND MILLS, NY 10930	<b>CONTACT NAME:</b> HOWARD M. LANE	
	<b>PHONE (A/C, No, Ext):</b> (845) 738- 8801	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b> HIGHLANDMILLSOFFICE@AMERICAN-NATIONAL.COM		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> FARM FAMILY CASUALTY INS CO		13803
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SELECT BUSINESS PKG GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			3101X1571	7/01/18	7/01/19	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			3144C0510	7/01/18	7/01/19	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			3101E1450	7/01/18	7/01/19	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A				3101I0535	7/01/18	7/01/19	DEDUCTIBLE IS \$500

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

<b>CERTIFICATE HOLDER</b>  TOWN OF ORANGETOWN 26 ORANGEBURG RD ORANGEBURG, NY 10962	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)
D'AGOSTINO LANDSCAPING INC
738 WEST NYACK ROAD
WEST NYACK, NY 10994
1b. Business Telephone Number of Insured
845-353-0606
1c. Federal Employer Identification Number of Insured or Social Security Number
133819893
2. Name and Address of Entity Requesting Proof of Coverage
Town of Orangetown
26 Orangeburg Rd
Orangeburg, NY 10962
3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company
3b. Policy Number of Entity Listed in Box "1a"
DBL73021
3c. Policy effective period
05/20/2018 to 05/19/2020

4. Policy provides the following benefits:
[X] A. Both disability and paid family leave benefits.
[ ] B. Disability benefits only.
[ ] C. Paid family leave benefits only.
5. Policy covers:
[X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
[ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 4/5/2019 By [Signature]
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

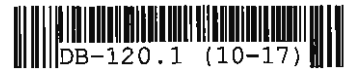
Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.
If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board
According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.
Date Signed By
(Signature of Authorized NYS Workers' Compensation Board Employee)
Telephone Number Name and Title

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.





# New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 133819893  
LOVELL SAFETY MGMT CO., LLC  
110 WILLIAM STREET 12TH FLR  
NEW YORK NY 10038



SCAN TO VALIDATE  
AND SUBSCRIBE

POLICYHOLDER  
D'AGOSTINO LANDSCAPING INC  
738 WEST NYACK RD  
WEST NYACK NY 10994

CERTIFICATE HOLDER  
TOWN OF ORANGETOWN  
26 ORANGEBURG RD  
ORANGEBURG NY 10962

POLICY NUMBER G1149 154-5	CERTIFICATE NUMBER 822868	POLICY PERIOD 04/01/2019 TO 04/01/2020	DATE 4/5/2019
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THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1149 154-5, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

**IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.**

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

AGOSTINO IODICE, PRES./TREA.  
SALVATORE IODICE, V.PRES./SEC.  
D'AGOSTINO LANDSCAPING, INC.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 853834466



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**OFFICE OF THE COUNTY ATTORNEY**

11 New Hempstead Road  
New City, New York 10956  
Phone: (845) 638-5180 Fax: (845) 638-5676

**Thomas E. Humbach**  
*County Attorney*

February 13, 2019

*Via email to: Cday@orangetown.com*  
Christopher Day, Supervisor  
Town of Orangetown  
26 Orangeburg Road  
Orangeburg, NY 10962

Re: Intermunicipal Shared Services and Collaboration Agreement

Dear Supervisor Day:

Enclosed please find a copy of the Contract for the above referenced matter that we have prepared on behalf of the County of Rockland. The contact information for the attorney assigned to this matter is listed below.

We ask that you do not make any changes or modifications to the agreement.

Pursuant to Executive Order No. 3 of 2015, if presently or during the pendency of the contract term, you, as a party to this contract, owe or come to owe property taxes to the County of Rockland, unless prohibited by law, the County will place into escrow any payments due under this contract until such time as the real property taxes are paid in full, or otherwise discharged or satisfied.

Please execute and deliver the original signed contract to the assigned attorney. Please note that your signature must be notarized. **When you return the original signed agreement, please include a copy of your Town or Village Board's resolution authorizing execution of the agreement. The agreement will not be finalized without a copy of your resolution. Further, you will also need to turn over your insurance as required by paragraph 13 of the Agreement.**

The contract should be delivered to the following address:

Rockland County Department of Law  
Attention: Brigitte M. Nahas Botta, Esq.  
Deputy County Attorney  
Allison-Parris County Office Building  
3<sup>rd</sup> Floor  
11 New Hempstead Road  
New City, New York 10956

This Contract will not be binding on the County of Rockland until such time that fully executed duplicate originals are delivered from the County of Rockland to you or your attorney.

If you have any questions, please contact the attorney assigned to this matter.

Very truly yours,

*Brigitte M. Nahas Botta*

BRIGITTE M. NAHAS BOTTA  
Deputy County Attorney  
[Writer's Direct Dial: 845-638-5114]  
BB/dc  
Enclosure  
2018-02700

cc: Charles H. Vezzetti, Rockland County Superintendent of Highways

cc: Town or Village Superintendent of Highways

**INTERMUNICIPAL SHARED SERVICES  
AND  
COLLABORATION AGREEMENT**

THIS INTERMUNICIPAL AGREEMENT, made this \_\_\_ day of \_\_\_\_\_, 2019, by and between the COUNTY OF ROCKLAND, a municipal corporation of the State of New York, having its principal office at 11 New Hempstead Road, New City, New York 10956, hereinafter the “County”, and the Towns and Villages listed in the Schedule A, which is attached hereto and made a part hereof, which are municipal corporations of the State of New York, hereinafter referred to individually as the “Town” or “Village” and collectively as the “Towns” or “Villages” (The County and each Town or Village also may be referred to individually as the “Party” and collectively as the “Parties.”) in the manner following:

W I T N E S S E T H:

WHEREAS, Both County and the Towns and Villages desire to enter into an agreement for shared Highway services; and

WHEREAS, Both the County and the Towns and Villages are municipal corporations as defined by Section 119-n of Article 5-G of the General Municipal Law of the State of New York; and

WHEREAS, Section 119-o of Article 5-G of the General Municipal Law of the State of New York authorizes municipal corporations to contract to perform together that which each is authorized to perform individually, provided that any such agreement “shall be approved by each participating municipal corporation or district by a majority vote of the voting strength of its governing body”; and

WHEREAS, The Parties have determined that there are certain economic, operational and strategic advantages in the collaboration and sharing of Highway equipment, services and materials; and

WHEREAS, By Resolution No. 79 of 2019, the Legislature of Rockland County approved the execution of this Intermunicipal Shared Services and Collaboration Agreement; and

WHEREAS, By resolutions dated \_\_\_\_\_ (Village of Upper Nyack), \_\_\_\_\_ (Village of Nyack), \_\_\_\_\_ (Village of South Nyack), \_\_\_\_\_ (Village of Piermont), \_\_\_\_\_ (Village of Spring Valley), \_\_\_\_\_ (Village of Haverstraw), \_\_\_\_\_ (Village of West Haverstraw), \_\_\_\_\_ (Village of Suffern), \_\_\_\_\_ (Village of Sloatsburg), \_\_\_\_\_ (Village of Hillburn), \_\_\_\_\_ Village of Kaser), \_\_\_\_\_ (Village of Grandview), \_\_\_\_\_ (Village of Wesley Hills), \_\_\_\_\_ (Village of Montebello), \_\_\_\_\_ (Town of Orangetown), \_\_\_\_\_ (Town of Clarkstown), \_\_\_\_\_ (Town of Ramapo), \_\_\_\_\_ (Town of Haverstraw) and \_\_\_\_\_ (Town



of Stony Point), each Town and Village has approved the execution of this Intermunicipal Shared Services and Collaboration Agreement; and

WHEREAS, Article III, §3.02(u) of the Rockland County Charter authorizes the County Executive to “[e]xecute all contracts under the sum of \$100,000”;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed as follows:

1. **PURPOSE:** Under the authority and in conformance with New York State General Municipal Law §119-o, the Parties intend that this Agreement shall memorialize their desire to share Highway resources including, but not limited to, personnel, machinery, equipment and materials.

2. **AUTHORIZATION TO ENTER INTO AGREEMENT:** The County and each Town and Village have obtained the required approvals to enter into this Agreement.

3. **PARTIES’ RESPONSIBILITIES:** The Parties’ respective responsibilities under the Agreement are as follows:

a. Definitions: For the purposes of this Agreement, the following terms shall be defined as follows:

i. “Shared Service” shall mean any service provided by one Party to another Party that is consistent with the purposes and intent of this Agreement and shall include, but not be limited to:

1. the renting, exchanging, or lending of Highway machinery, tools and equipment, with or without operators;
2. the borrowing or lending of supplies on a temporary basis conditioned upon the provision of a service by the borrower or by the lending of equipment by the borrower, the value of which is equal to the borrowed supplies; and
3. the providing of a specific service for another Party conditioned on such other Party providing a similar service or a service of equal value, in exchange.

ii. “Superintendent” shall mean, in the case of a County, the County Superintendent of Highways, or the person having the power and authority to perform the duties generally performed by a County superintendent of highways, in the case of a Town, the Town Superintendent of Highways and, in the case of a village, the Superintendent of Public Works.

- b. Parties' Responsibilities: The Parties' respective responsibilities are as follows:
- i. The County and each Town and Village agree to rent, exchange and borrow from each other personnel, machinery, materials and equipment, with or without operators, which it may need. The determination as to whether such machinery, with or without operators, is needed or shall be borrowed shall be made by the Superintendent that owns the machinery. The value of the materials or supplies borrowed under this Agreement may be returned in the form of similar types and amounts of materials or supplies, the supply of equipment or the giving of services of equal value, to be determined by the mutual agreement of the respective Superintendents.
  - ii. The determination as to whether such machinery or material is available for renting, exchanging or borrowing shall be made by the Superintendent that owns the machinery. Scheduling will be managed by the Superintendents, or his or her designees, of the lending and borrowing Parties. It is expressly understood and agreed by and between the Parties that the purpose of this Agreement is to provide cost efficiencies to both. As such, no Party shall be obligated to lend its equipment unless it is convenient to the owner.
  - iii. The equipment shall be housed by the Party which owns the item of equipment, except during the period that the other may be utilizing same, in which event the latter shall be responsible for the safe and secure storage of said item.
  - iv. If equipment and an operator are rented or borrowed, the operator of the rented or borrowed equipment shall be subject to the direction and control of the Superintendent who has rented or borrowed the equipment. However, the method by which the machine is to be operated shall be determined by the operator. In addition, the Superintendent who has rented or borrowed the equipment shall comply with any labor agreement that exists for the benefit of the operator in the municipality in which the operator is employed.
  - v. The borrowing Party warrants and represents that it shall be responsible and liable for any and all negligent acts or omissions of the operator of the borrowed equipment including, but not limited to, negligent operation of the machinery or equipment.
  - vi. The borrowing Party warrants and represents that it shall be liable for and hold the lending Party harmless from any and all damages caused by the negligent acts or omissions of the operator of the borrowed equipment, including, but not limited to, negligent operation of the machinery or equipment.

- vii. The lending Party warrants and represents that it shall be responsible for any damages arising from machinery or equipment failure to the extent that such damages were caused solely by or as a result of negligent maintenance of the machinery or equipment.
- viii. The lending Party represents and warrants that the machinery or equipment to be rented or borrowed is maintained to current standards and is free from any known defects.
- ix. Each Party shall be responsible for the (i) routine maintenance of its own equipment in accordance with the manufacturer's recommendations, maintaining a log thereof, including utilization, operator, hours of use and mileage (as applicable); and (ii) regular inspection of its own equipment.
- x. The borrowing Party shall be responsible for all routine operating and maintenance costs, including fuel and transportation costs, during the period of its use. Whenever practical, each Party agrees to provide the item fully fueled and to return it in the same condition.
- xi. If a Party is lending equipment with an operator, the lending Party warrants and represents that its operators possesses the experience, knowledge, competency and skills required to operate the specific piece of machinery or equipment.
- xii. The lending Party warrants and represents that it is competent to address personnel performance issues, as may be required, where the equipment is misused or damaged by an operator.
- xiii. If a Party is lending equipment without an operator, the borrowing Party warrants and represents that the intended operator of the machinery or equipment possesses the experience, knowledge and skills required to operate the specific piece of machinery or equipment.
- xiv. In the event the rented, exchanged or borrowed machinery or equipment is damaged or otherwise is in need of repair and the machinery or equipment was operated by the lending Party at the time it was damaged, the lending Party warrants and represents that it shall be responsible to make and pay for such repairs. In the event the rented, exchanged or borrowed machinery or equipment is damaged or otherwise is in need of repair and the machinery or equipment was operated by the borrowing Party at the time it was damaged, the borrowing Party warrants and represents that it shall be responsible to make and pay for such repairs.

- xv. Each Party shall remain fully responsible for the costs of its own employees including, but not limited to, salary, benefits and Workers' Compensation coverage.
- xvi. The renting, exchanging or borrowing of any particular piece of machinery, equipment, material, supply, operator or service shall be evidenced by the signing of a memorandum of receipt by the Superintendent. Such memorandum of receipt shall identify the type, time and date of the acceptance of the shared equipment, personnel or service, the date, time and place of delivery, the expected date and location of the return of the shared equipment and personnel and the value of the shared equipment and service. Such memorandum may be delivered to the other Party via mail, personal delivery, facsimile or email.
- xvii. The owner of any item of equipment made available to another Party in accordance with this Agreement, both prior to the release, and upon the return, of such item shall inspect the condition of the said item in the presence of the other, and shall document, in writing, any damage or other matter as might give rise to a claim by the owning Party. Each party shall sign such inspection form and maintain a copy thereof.
- xviii. Records shall be maintained by the Superintendent of each Party setting forth all rented, exchanged and borrowed personnel, machinery, equipment and materials and any other transactions under this Agreement. Such records shall be available for inspection by any Party upon request.
- xix. Any action taken by the Superintendent pursuant to the provisions of this Agreement shall be consistent with the duties of such Superintendent, and any expenditures incurred shall not exceed the amounts set forth in the County's and each Town's and each Village's budget for Highway purposes.
- xx. A record of all transactions that have taken place as a result of this Agreement shall be kept by each Superintendent.

4. **TERM:** This Agreement shall commence once it is fully executed by all of the Parties, and it shall continue through January 31, 2024. The Agreement shall automatically be renewed for five (5) year terms, unless it otherwise terminated as provided herein. The County and each Town or Village may terminate this Agreement, by providing sixty (60) days advance written notice to the other Parties.

5. **COSTS:** The Parties agree that they shall be responsible for their own costs and expenses incurred in connection with this Agreement.

6. **DOCUMENTATION OF COST SAVINGS:** The Parties agree that they will document and report on all cost savings achieved through this Agreement. Reports shall be issued

by the Parties on a quarterly basis to the Rockland County Executive, the County Superintendent, each Town supervisor, each Village mayor and each Town and Village Superintendent.

The Parties further agree to split (50% / 50%) any funding received by the State of New York Shared Services Initiative based on cost savings achieved as a result of this Agreement to consolidate Highway services.

7. **TOWN & VILLAGE PARTICIPATION:** The Parties hereby agree that additional municipalities in Rockland County may be invited by the County to participate in this Shared Services Initiative and that the County, in its sole discretion, may enter into similar contracts with other entities.

8. **INDEPENDENT CONTRACTOR:** Except as otherwise provided in paragraph 3 above, each Party covenants and agrees that it and its agents, servants and/or employees will neither hold itself/themselves out as, nor claim to be employee(s), servant(s) or agent(s) of any other Party and that each Party and its agents and employees will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of any other Party including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership or credit.

9. **PRIOR AGREEMENTS AND OBLIGATIONS:** The Parties agree that this Agreement is subject to each Party's respective obligations under the Labor Law of the State of New York and any applicable collective bargaining agreements. The Parties specifically agree that any collaborative use of their own, or the other Party's employees, resources or equipment shall not violate any obligation under the Labor Law of the State of New York, any applicable collective bargaining agreement or any other agreement entered into by and between them and their respective employees.

10. **EXCHANGE OF INFORMATION:** The Parties shall freely exchange information between themselves as needed to facilitate this Agreement. The Parties acknowledge that their employees may have access to sensitive and confidential materials including, but not limited to, attorney-client privileged documents. Employees of the Parties shall not disclose this information to any other person without the prior written permission of the Party who maintains the information.

11. **DEFENSE, INDEMNIFICATION, HOLD HARMLESS:** Except as otherwise provided in paragraph 3 above regarding the operations and responsibilities concerning this Agreement, the Parties covenant and agree to indemnify, defend and hold harmless each other, and their respective officers, employees or agents from and against any and all liability, damage, loss, cost or expense that may arise by reason of liability for injury or death to persons, damage to property or casual or continuing trespass or nuisance and any other claim for damages arising at law and in equity alleged to have been caused or sustained by or because of any omission of duty,

negligence or wrongful act on the part of any Party and its officers, employees or agents to the fullest extent permitted by law.

12. **INJURY, PROPERTY DAMAGE:** Each Party shall be responsible for all damages and/or injury to life and property due to, or resulting from, the activities or omissions of such Party and its agents or employees in connection with its/their work, activities or services under this Agreement. Each Party represents and warrants that its agents and employees possess the experience, knowledge, skills and independence necessary for the work/services to be performed in connection with this Agreement. Any and all deductibles in the insurance policies described below shall be assumed by and be for the account and at the sole risk of each Party.

13. **INSURANCE REQUIREMENTS:** Each Party shall, at its own cost and expense, procure and maintain insurance to cover its work, services, employees, owners, servants and/or agents under the terms of this Agreement which shall include, but may not be limited to, the policies indicated below:

- {X} Commercial General Liability Insurance not less than \$1,000,000 (One Million) for each occurrence and a general aggregate not less than \$2,000,000 (Two Million) per project
- {X} Automobile Liability Insurance not less than \$1,000,000 (One Million) Combined Single Limit for each accident
- {X} Excess Umbrella Liability Insurance not less than \$1,000,000 (One Million) for each occurrence over General Liability, Employers' Liability (if not unlimited on the Workers' Compensation policy), Auto Liability and Professional Liability, if required, and a general aggregate not less than \$1,000,000 (One Million)
- {X} Workers' Compensation and Employers' Liability Insurance in accordance with the statutory requirements of the NYS Workers' Compensation Law
- {X} Disability Insurance in accordance with the provisions and requirements of the NYS Disability Law
- {X} Professional Liability Insurance (or Errors and Omissions or Malpractice) not less than \$1,000,000 (One Million) for each claim, or if not included on the excess umbrella, the limits should equal \$1,000,000 (One Million) plus the required excess limit
- {X} All other insurance as required by law

**{X} An "X" in the box indicates that the type of insurance specified is required.**

The insurance companies issuing such policies shall have no recourse against County (including its agents) for payment of any premiums or assessments under any form of policy. Each Party warrants and represents that it has sufficient funds to satisfy the amount of the self-insured retention limit (deductible) required or each liability policy as it applies to this Agreement and that

said amount is available to settle, compromise or pay any suit or claim for negligence, gross negligence, medical malpractice or intentional acts or omissions made against it and arising out of or during the term of this Agreement. Each Party shall provide, at the request of another Party, proof or guarantee or financial responsibility as it deems necessary.

Each Party shall cause the other party to be added and maintained as an additional insured on its General Liability, Property and Automobile liability insurance policies with respect to possession, care, custody, operation and use of equipment under this Agreement.

Unless and until each Town or Village obtains such insurance, this Agreement shall not be effective.

14. **REPRESENTATION:** In the event legal issues arise relative to the services provided for in this Agreement, each Town Attorney shall represent each Town, each Village Attorney shall represent each Village and the County Attorney shall represent the County.

15. **PROPERTY:** There will be no real or personal property acquired, held or disposed of relating to this Agreement unless first agreed to in writing signed by the Parties. In the event that joint property is acquired, then it shall be distributed, when the Agreement is terminated, to the Parties in proportion to that Party's contribution to purchase such property.

16. **SEVERABILITY:** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

17. **CLAUSES REQUIRED BY LAW:** The Parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.

18. **ENTIRE AGREEMENT / NO MODIFICATION / SUPERSEDES ALL PRIOR AGREEMENTS:** This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written. This Agreement may not be modified except by a writing signed by the Parties. By executing this Agreement, each Town and Village also expressly warrants and represents that all prior agreements and/or arrangements it entered into with the County for shared Highway services are hereby terminated, declared null and void and of no force and effect and superseded by this Agreement.

19. **NO ASSIGNMENT:** Each Party shall not assign, sublet or transfer or otherwise dispose of its interest in this Agreement without the prior written consent of every other Party.

20. **LAWS OF THE STATE OF NEW YORK:** This Agreement shall be governed by the Laws of the State of New York.

21. **LABOR LAW AND EXECUTIVE LAW:** The Parties shall comply with all of the provisions of the Labor Law of the State of New York including, but not limited to, prevailing wage provisions and Article 15 of the Executive Law of the State of New York relating to unlawful discriminatory practices, insofar as, the provisions are applicable to the work and/or services to be performed under this Agreement.

22. **LOCAL LAWS AND RESOLUTIONS:** Each Town and Village shall comply with all local laws and resolutions of the Legislature of Rockland County including, but not limited to, the filing of Disclosure Statements and Affirmative Action Plans.

23. **COMPLY WITH AMERICANS WITH DISABILITIES ACT OF 1990:** Each Party agrees to comply with the provisions of the Americans With Disabilities Act of 1990 (ADA) prohibiting discrimination on the basis of disability with regard to employment policies and procedures, structural and program accessibility, transportation and telecommunications.

24. **NON-DISCRIMINATION:** Each Party expressly agrees that neither it nor any person on its behalf, shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of age, alienage, color, creed, disability, gender, marital status, national origin, prior non-job related record of conviction, race, religion, sex, sexual orientation, military status or other legally protected status.

25. **NON-COLLUSION:** Each Party, by signing this Agreement, does hereby warrant and represent that this Agreement has not been solicited, secured or prepared directly or indirectly in a manner contrary to the laws of the State of New York and the County of Rockland and that said laws have not been violated and shall not be violated as they relate to the procurement or performance of the Agreement by any conduct including the paying or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any County employee, officer or official.

26. **IRAN DIVESTMENT ACT:** Each Party agrees to comply with the Iran Divestment Act of 2012, set forth in N.Y. State Finance Law § 165-a and N.Y. General Municipal Law § 103-g, which requires bidders that bid on state or local government contracts to certify that they are not named on the list entitled “Entities Determined to be Non-Responsive Bidders/Offerors Pursuant to the New York State Iran Divestment Act of 2012,” which is available on the Office of General Services (OGS) website at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>. Violation of this provision may result in, among other things, the termination of this Agreement.

27. **EXECUTION:** This Agreement may be signed in counterparts. Facsimile and electronic signatures are acceptable, where the original follows within ten (10) days. Failure to timely provide original signatures will be a ground for termination by County.



**IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written.**

**DEPARTMENT OF HIGHWAYS**

(Approved for signature of  
County Executive)

By: \_\_\_\_\_  
Charles H. Vezzetti  
Superintendent

Dated: \_\_\_\_\_

**DEPARTMENT OF LAW**

(Approved for signature of  
County Executive)

By: \_\_\_\_\_  
BRIGITTE M. NAHAS BOTTA  
Deputy County Attorney

Dated: \_\_\_\_\_

**COUNTY OF ROCKLAND**

By: \_\_\_\_\_  
EDWIN J. DAY  
County Executive

Dated: \_\_\_\_\_

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

ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2019 BEFORE ME CAME **EDWIN J. DAY**, TO ME KNOWN, BEING DULY SWORN BY ME, DID DEPOSE AND SAY THAT HE IS THE COUNTY EXECUTIVE OF ROCKLAND COUNTY, A MUNICIPAL CORPORATION; HIS OFFICE ADDRESS IS 11 NEW HEMPSTEAD ROAD, NEW CITY, NEW YORK, AND HE EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF THE COUNTY OF ROCKLAND.

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

ATTESTATION:  
AS CLERK TO THE LEGISLATURE, I HEREBY ATTEST THAT I KNOW THE SEAL OF THE LEGISLATURE OF ROCKLAND COUNTY, AND THAT THE SEAL AFFIXED TO THIS INSTRUMENT IS SUCH SEAL.

\_\_\_\_\_  
LAURENCE O. TOOLE  
Clerk to the Legislature











**Federal Identification No.: 13-6007299**

**VILLAGE OF HAVERSTRAW**

By: \_\_\_\_\_  
MICHAEL KOHUT  
MAYOR

Dated: \_\_\_\_\_

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

ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2019 BEFORE ME CAME MICHAEL KOHUT, TO ME KNOWN, BEING DULY SWORN BY ME, DID DEPOSE AND SAY THAT HE IS THE MAYOR OF THE VILLAGE OF HAVERSTRAW , A MUNICIPAL CORPORATION; HIS OFFICE ADDRESS IS 40 NEW MAIN STREET, HAVERSTRAW, NEW YORK 10927, AND HE EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF THE VILLAGE OF HAVERSTRAW.

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































## SCHEDULE A

### **Purpose of the Agreement:**

To promote the routine sharing of personnel, equipment and materials at the discretion of their owners/employers. To include Highway Department and all other functions as appropriate. County will operate a clearinghouse of information from all participating Highway Departments and DPWs that provide inventories of equipment, materials and personnel they are willing to share, depending on availability, including backhoes, bucket trucks, and any other equipment approved by each lending municipality. Equipment and vehicles to be included are those that are not typically used every day and can be scheduled in advance.

**Participants:** County, Villages of Upper Nyack, Nyack, South Nyack, Piermont, Spring Valley, Haverstraw, West Haverstraw, Suffern, Sloatsburg, Hillburn, Kaser, Towns of Orangetown, Clarkstown, Ramapo, Stony Point and Haverstraw

### **Project Descriptions:**

1. County Highway Department will share Menzi mucker (6 days), Dozer (15 days), Low Bow with Tractor (50 days), Sign Boards (100 days), Roller (15 days), as available, plus other specialty equipment. (Savings = avoided cost of renting this equipment)

**Participants:** County, Villages of Upper Nyack, Nyack, South Nyack, Piermont, Spring Valley, Haverstraw, West Haverstraw, Suffern, Sloatsburg, Hillburn, Kaser, Towns of Orangetown, Clarkstown, Ramapo, Stony Point and Haverstraw

2. County will formalize sharing of street line paint truck to paint all centerlines and curb lines for towns and villages. Each municipality contributes to annual cost of maintenance and repair proportionate to its use. Comes with an operator. (Savings = 54 days loaned out X avoided rental cost of \$2,500/day)

**Participants:** County, Villages of Upper Nyack, Nyack, South Nyack, Piermont, Spring Valley, Haverstraw, West Haverstraw, Suffern, Sloatsburg, Hillburn, Towns of Orangetown, Clarkstown, Ramapo, Stony Point and Haverstraw

3. County will share 6,000 tons of road salt storage space at new County salt storage facility to

be built in Chestnut Ridge in 2019 as part of new County garage. Increases storm resiliency. (Savings = 6,000 tons x \$100/ton avoided storage cost; estimate excludes the avoided \$1,000,000 construction cost)

**Participants:** County, Villages of Upper Nyack, Nyack, South Nyack, Piermont, Spring Valley, Haverstraw, West Haverstraw, Suffern, Sloatsburg, Hillburn, Kaser, Towns of Orangetown, Clarkstown, Ramapo, Stony Point and Haverstraw

4. County shares highway engineer for consulting engineer reviews on request. (Savings = avoided cost private sector engineering review).

**Participants:** County, Villages of Upper Nyack, Nyack, South Nyack, Piermont, Spring Valley, Haverstraw, West Haverstraw, Suffern, Sloatsburg, Hillburn, Wesley Hills, Kaser, Towns of Orangetown, Clarkstown, Ramapo, Stony Point and Haverstraw

5. County shares survey crew to establish Right Of Way lines for town roads (Savings = avoided cost of private sector survey crew)

**Participants:** County, Villages of Upper Nyack, Nyack, South Nyack, Piermont, Spring Valley, Haverstraw, West Haverstraw, Suffern, Sloatsburg, Hillburn, Wesley Hills, Kaser, Towns of Orangetown, Clarkstown, Ramapo, Stony Point and Haverstraw

6. County Highway Dept to coordinate town and village access to shared trainings in professional development, safety zone, chainsaw and related matters through Cornell Local Roads Program, APWA and other providers.

**Participants:** County, Villages of Upper Nyack, Nyack, South Nyack, Piermont, Spring Valley, Haverstraw, West Haverstraw, Suffern, Sloatsburg, Hillburn, Kaser, Towns of Orangetown, Clarkstown, Ramapo, Stony Point and Haverstraw

7. Rockland County to provide municipal engineering services to towns or villages for highway and drainage projects.

**Participants:** County, Ramapo, Wesley Hills, Kaser, Spring Valley

8. Contract with Town for paving and related street maintenance projects as needed (e.g. Kilby St). Repairs extend life of street and avoid cost of a full re-build of the road. Orangetown

charges for labor and materials, but not use of the equipment.

**Participants:** Orangetown, Nyack, South Nyack, Grandview, Piermont

9. Coordinate work on major infrastructure project - water line improvement between West Nyack and Nyack. Nyack has authorized bonding for up to \$10M for this 5 year project. (Savings = 10% reduction in cost due to shared engineering and project coordination\_)

**Participants:** Nyack, Clarkstown

10. Villages will contract with Town of Ramapo for tree trimming and removal in village parks not covered by current town contract for road maintenance. (Savings = avoided cost of hiring private tree service)

**Participants:** Ramapo, Montebello, Wesley Hills

**Note:**

- (a) Each municipality participating in this Agreement shall generate and produce to the County of Rockland at the time of its execution of this Agreement a list of all personnel, equipment and materials available to be shared. The County of Rockland subsequently shall post each municipality's list online along with the County of Rockland's list of available personnel, equipment and materials.
- (b) All equipment shall be shared at the rates set forth in the 2017 FEMA Schedule of Equipment Rates.



Introduced by:

Hon. Alden H. Wolfe, Sponsor  
Hon. Michael M. Grant, Sponsor  
Hon. Nancy Low-Hogan, Sponsor  
Hon. Jay Hood, Jr., Sponsor  
Hon. Toney L. Earl, Sponsor  
Hon. Philip Soskin, Sponsor  
Hon. Aron B. Wieder, Sponsor  
Hon. Lon M. Hofstein, Sponsor  
Hon. Aney Paul, Sponsor

Referral No. 6394  
February 5, 2019

**RESOLUTION NO. 79 OF 2019  
APPROVING THE EXECUTION OF AN INTERMUNICIPAL SHARED SERVICES  
AND COLLABORATION AGREEMENT BETWEEN THE COUNTY OF ROCKLAND  
ON BEHALF OF ITS DEPARTMENT OF HIGHWAYS AND VARIOUS TOWNS AND  
VILLAGES AS LISTED ON THE ANNEXED SCHEDULE A TO IMPLEMENT  
THE ROCKLAND COUNTY SHARED HIGHWAY SERVICES INITIATIVE  
FOR THE PERIOD FROM THE DATE THE AGREEMENT IS FULLY EXECUTED  
THROUGH JANUARY 31, 2024 WITH AUTOMATIC RENEWALS UNLESS  
TERMINATED IN WRITING BY ANY PARTY TO THE AGREEMENT AND  
AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE  
THE INTERMUNICIPAL AGREEMENT  
[DEPARTMENT OF HIGHWAYS]**

**HOOD, JR./HOFSTEIN, JOBSON: UNAN.**

WHEREAS, The Superintendent of Highways requests that the County Executive and the Legislature of Rockland County approve an Intermunicipal Shared Highway Services and Collaboration Agreement between the County of Rockland, on behalf of its Department of Highways, and the various participating towns and villages, which are indicated on the annexed Schedule A, to implement the Rockland County Shared Highway Services Initiative for the period from the date the agreement is fully executed by all of the parties through January 31, 2024, with automatic renewals unless terminated in writing by any party to the agreement; and

WHEREAS, The goal of this project is to legalize and promote the routine sharing of Highway personnel, equipment and materials at the discretion of their owners/employers and to operate a clearinghouse of information from all participating Highway Departments and Departments of Public Works; and

WHEREAS, Both the County and the various towns and villages are "municipal corporation[s]" as defined in New York General Municipal Law section 119-n(a); and

WHEREAS, General Municipal Law section 119-o(1) provides, in relevant part, that "municipal corporations . . . have [the] power to enter into . . . agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a . . . contract basis," provided that such agreements are "approved by each participating municipal corporation . . . by a majority vote of the voting strength of its governing body"; and

WHEREAS, The residents of the County and the various towns and villages will benefit from the Intermunicipal Shared Highway Services and Collaboration Agreement; and

WHEREAS, The governing body of each town and village that intends to execute the Intermunicipal Shared Highway Services and Collaboration Agreement will approve the agreement via resolution prior to signing the agreement; and

WHEREAS, Sufficient funding for the Intermunicipal Shared Highway Services and Collaboration Agreement is available in the 2019 Budget of the Department of Highways and is contingent upon budget appropriations for 2020, 2021, 2022, 2023 and 2024; and

WHEREAS, The Planning & Public Works and Budget and Finance Committees of the Legislature have met, considered and unanimously approved this resolution; now therefore be it

RESOLVED, That the Legislature of Rockland County hereby approves, pursuant to New York General Municipal Law sections 119-n(a) and 119-o(1), the Intermunicipal Shared Highway Services and Collaboration Agreement between the County of Rockland, on behalf of its Department of Highways, and the various participating towns and villages, which are indicated on the annexed Schedule A, to implement the Rockland County Shared Highway Services Initiative for the period from the date the agreement is fully executed by all of the parties through January 31, 2024, with automatic renewals unless terminated in writing by any party to the agreement, and hereby authorizes the County Executive to execute the Intermunicipal Shared Highway Services and Collaboration Agreement on behalf of the County, subject to the approval of the County Attorney; and be it further

RESOLVED, That sufficient funding for the Intermunicipal Shared Highway Services and Collaboration Agreement is available in the 2019 Budget of the Department of Highways and is contingent upon budget appropriations for 2020, 2021, 2022, 2023 and 2024.

BNB:dc  
2019-00220  
1-18-19  
r. 1-23-19 dc  
1/31/19 dc  
1/31/19, 2/6/19/dmg

## SCHEDULE A

### Purpose of the Agreement:

To promote the routine sharing of personnel, equipment and materials at the discretion of their owners/employers. To include Highway Department and all other functions as appropriate. County will operate a clearinghouse of information from all participating Highway Departments and DPWs that provide inventories of equipment, materials and personnel they are willing to share, depending on availability, including backhoes, bucket trucks, and any other equipment approved by each lending municipality. Equipment and vehicles to be included are those that are not typically used every day and can be scheduled in advance.

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post each municipality's list online along with the County of Rockland's list of available personnel, equipment and materials.

- (b) All equipment shall be shared at the rates set forth in the 2017 FEMA Schedule of Equipment Rates.

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

I, the undersigned, Clerk to the Legislature of the County of Rockland DO HEREBY CERTIFY that the attached is an original resolution of such Legislature, duly adopted on the 5<sup>th</sup> day of February 2019 by a majority of the members elected to the Legislature while such Legislature was in regular session with a duly constituted quorum of members present and voting.

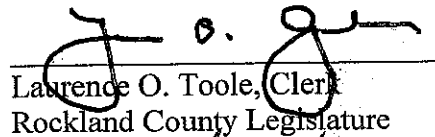
I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of seventeen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 6<sup>th</sup> day of February 2019.

Date sent to the County Executive:  
February 6, 2019



Edwin J. Day, County Executive  
County of Rockland



Lawrence O. Toole, Clerk  
Rockland County Legislature

2/11/19

Date

# Composit Summary

Contract No. DEME-BC-2019-01  
 Contract Title BACKCHARGE  
 Location: 319 South Broadway, South Nyack  
 Force Account Records Replacement of Existing Sewer Line Dasmaged By Yonkers Contracting

Week Ending	Notes	Total
2/3/2019		\$71,153.38
2/10/2019		\$6,552.60
2/17/2019		\$4,993.70
3/3/2019	Tappan Zee Constructors, LLC Claim	\$9,556.90
		\$ 92,256.58

**CONTRACT NO.** DEME-BC-2019-01  
**CONTRACT TITLE:** Backcharge  
**LOCATION:** 319, South Broadway, South Nyack  
**FORCE ACCOUNT RECORDS:** Replacement of Existing Sewer Line Damaged By Yonkers Construction  
**Cost Summary:** WEEK ENDING: 02/03/19 DEME-BC-2019-01

BILLABLE Labor Cost: DEME	
Regular Wages: (1)	\$13,811.15
Fringe Benefits: (2)	\$8,905.43
SUBTOTAL (a) = (1) + (2)	\$22,716.58
Additional Wages (3)	
SUBTOTAL (A) = SUBTOTAL(a) + (3)	\$22,716.58
<b>TOTAL OF LABOR = Sum of SUBTOTALs =</b>	<b>\$22,716.58</b>
Equipment Cost: DEME	
Total Cost of Owned Equipment =(4)	\$5,186.98
Total Cost of Rented Equipment =(5)	\$0.00
<b>TOTAL EQUIPMENT COSTS: Sum of (4) + (5)</b>	<b>\$5,186.98</b>
Material Cost: DEME	
Total Cost of Material =(6)	\$0.00
<b>TOTAL MATERIAL COSTS:</b>	<b>\$0.00</b>
SUBS/SERVICES/OUTSIDE CONTRACTORS: DEME	
SUBS: (7)	
SERVICES: (8)	
OUTSIDE CONTRACTORS: (9)	\$43,249.82
<b>Total SUBS/SERVICES/OUTSIDE CONTRACTORS: DEME</b>	<b>\$43,249.82</b>
<b>Total Cost of the Extra Work = TOTAL COST (LABOR+EQUIPMENT+MATERIAL+ SERVICES)</b>	<b>\$71,153.38</b>



Backcharge  
**DEPARTMENT of ENVIRONMENTAL MANAGEMENT and ENGINEERING**  
**DAILY RECORD OF WORK AUTHORIZED**

Contract No. <b>DEME-BC-2019-01</b>	Fed. Project No.	Contractor <b>Yonkers Construction</b>	Date <b>THURSDAY 1/31/2019</b>
-------------------------------------	------------------	--	--------------------------------

**Replacement of Existing Sewer Line Damaged By Yonkers Construction**

Name	Employee #	Title	Grade Step	Hours			MATERIAL			OWNED EQUIPMENT						
				ST	1.5X	2.0X	Material	Stock	QUANT	UNIT	Description	HRS IN USE	STORY HRS			
Antonulli, Bryan	3374	Laborer	9													
Beltari, Christopher	2531	Laborer	6/7												6.5	
Curren, John	2955	Motor Equipment Operator II	9	2.5	0.5										11	
Reilly, Eamon	4154	Commissioner	NA	2.5	8	0.5									8	
Linekin, James	3490	Motor Equipment Operator II	12	1											11.5	
McGarvey, Kevin	1174	Sewer System Mechanic I	14	2.5	8	0.5									3	
Michel, Gregory	3375	Laborer	8/13	2.5	4											
Murphy, Martin	3923	Motor Equipment Operator II	2	2.5	4											
Reeves, Bart	4103	Laborer	9													
Mujros, Joseph	1313	Municipal Aide	25/29													
Fitzmaurice, Thomas	1653	Maintenance Supervisor (Sewerage System)	14/18													
Fordham, Stephen	1567	Asst. Maintenance Supervisor	14/18	2.5	8	1										
Mendicino Joseph	3175	Engineer II	20													
Stallone, Peter	4013	Sewer Inspector II	6/7	3	2	3										
Brennan, Keith	1549	Sludge Process Equipment Operator I	14													
Rally, Eamon	4154	Commissioner	19/24													
			NA	1												
			NA													
<b>Total for the Day</b>																

**STATEMENT OF WORK ACCOMPLISHED:**

**RENTED EQUIPMENT:**

**FOR CONTRACTOR**      **FOR DEME**      **DATE**

**CERTIFICATION:** I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size, that the material taken from stock as designated above was installed in the project, and that the account herein shown is an accurate statement of labor, materials and equipment used on this day.

Signed: \_\_\_\_\_      1/31/19      DATE

Backcharge  
**DEPARTMENT of ENVIRONMENTAL MANAGEMENT and ENGINEERING**  
**DAILY RECORD OF WORK AUTHORIZED**

Contract No.		DEME-BC-2019-01		Fed. Project No.		Contractor		Yonkers Construction		Date:		2/1/2019		FRIDAY		
Item No. and Description:																
Replacement of Existing Sewer Line Damaged By Yonkers Construction																
LABOR																
Name	Employee #	Title	Order Step	Hours			Material	Stock	QUANT	UNIT	OWNED EQUIPMENT			STNDY HRS		
				ST	1.5X	2.0X					Description	HRS IN USE				
Antonutti, Bryan	3374	Laborer	9	8	3						7500 Combination					
Beljan, Christopher	2531	Laborer	2		8						L-8500 Tanker		19			
Curtan, John	2955	Motor Equipment Operator II	12								4700 TV Truck					
Reilly, Eamon	4154	Commissioner	NA	1							Tahoe		7.5			
Linekin, James	3490	Motor Equipment Operator II	12	8	3						Silverado Dump		2			
McGarvey, Kevin	1174	Sewer System Mechanic I	14	2	8						Explorer 02					
Michel, Gregory	3375	Laborer	9								Silverado 2500PIU					
Murphy, Martin	3923	Motor Equipment Operator II	12	2							Grand Cherokee 02					
Reeves, Bart	4103	Laborer	9								Suburban					
Muirco, Joseph	1313	Municipal Aide	25/29								BLANK					
Fitzmaurice, Thomas	1553	Interence Supervisor (Sewerage System)	14/18								BLANK					
Fordham, Stephen	1557	Asst. Maintenance Supervisor	14/18	4	3.5						BLANK					
Mendicino Joseph	3175	Engineer II	20	3	2						BLANK					
Stallone, Peter	4013	Sewer Inspector II	2	7	3						BLANK					
Brennan, Kellin	1549	Sludge Process Equipment Operator I	14								BLANK					
Reilly, Eamon	4154	Commissioner	19/24								BLANK					
			NA	1							BLANK					
RENTED EQUIPMENT:											QUANT	VENDOR				
Total for the Day																

STATEMENT OF WORK ACCOMPLISHED:

I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size, that the material taken from stock as designated above was installed in the project, and that the account herein shown is an accurate statement of labor, materials and equipment used on this day.

Signed:

2/1/19 DATE

FOR CONTRACTOR

DATE

FOR DEME

Backcharge  
DEPARTMENT of ENVIRONMENTAL MANAGEMENT and ENGINEERING  
DAILY RECORD OF WORK AUTHORIZED

Contract No.		DEME-RC-2019-01		Field Project No.		Contractor		Yonkers Construction		Date:		2/27/2019		SATURDAY					
Item No. and Description:																			
Replacement of Existing Sewer Line Damaged By Yonkers Construction																			
LABOR																			
Name	Employee #	Title	Grade Step	Hours			MATERIAL	MATERIAL	MATERIAL	MATERIAL	MATERIAL	MATERIAL	MATERIAL	OWNED EQUIPMENT					
				ST	1.5X	2.0X								Description	QUANT	UNIT	Stock	QUANT	UNIT
Antonulli, Bryan	3374	Laborer	67													3			
Bottari, Christopher	2531	Laborer	2													19			
Curran, John	2855	Motor Equipment Operator II	12			11.25													
Reilly, Eamon	4154	Commissioner	NA													15			
Linekin, James	3490	Motor Equipment Operator II	12																
McGarvey, Kevin	1174	Sewer System Mechanic I	19/24			6.25										4.25			
Michel, Gregory	3375	Laborer	9/13			3										3.25			
Murphy, Martin	3923	Motor Equipment Operator II	2			4										8.5			
Reeves, Bart	4103	Laborer	1			8										10.5			
Mulree, Joseph	1313	Municipal Aide	26/29			8													
Fitzmaurice, Thomas	1653	Interance Supervisor (Sewerage System)	14/18			4.25													
Fordham, Stephen	1567	Asst. Maintenance Supervisor	14/18			15													
Mendicino Joseph	3175	Engineer II	6/7			8.5													
Stallone, Peter	4015	Sewer Inspector II	18			10.5													
Brennan, Keith	1549	Sludge Process Equipment Operator	19/24																
Reilly, Eamon	4154	Commissioner	NA																
Total for the Day												RENTED EQUIPMENT:		QUANT.		VENDOR		Total for the Day	

STATEMENT OF WORK ACCOMPLISHED:

CERTIFICATION:

I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size, that the material taken from stock as designated above was installed in the project, and that the account herein shown is an accurate statement of labor, materials and equipment used on this day.

Signature

2/27/19 DATE

FOR CONTRACTOR

FOR DEME

DATE





Vendor # 4062

G. 8120.200.09 Emergency TO Natalie for Process 2/21/19



P.O. Box 563 • Stony Point, New York 10980

TEL: (845) 429-0497; FAX: (845) 429-0483

RECEIVED  
FEB 4 2019  
TOWN OF ORANGETOWN  
D.E.M.E. - SEWER DEPARTMENT

# INVOICE

DATE	INVOICE #
2/4/2019	6742

BILL TO
Town of Orangetown Joe Messina 127 Route 303 Orangeburg, NY 10962

PROJECT
Emergency Call Sewer Blockage So Broadway & Eliz Pl

ECI JOB NO.	TERMS	DUE DATE
2019-1536	On Receipt	2/4/2019

DESCRIPTION	QTY.	RATE	AMOUNT
FEBRUARY 1, 2019			
MOBILIZE TO SITE TO EXPOSE SEWER BLOCKAGE			
11 HOURS: 8 REGULAR, 3 HOURS OVERTIME			
PREVAILING WAGE RATES			
FOREMAN	8	95.00	760.00
FOREMAN OVERTIME	3	142.50	427.50
4 LABORERS	32	90.00	2,880.00
4 LABORERS OVERTIME	12	135.00	1,620.00
HEAVY EQUIPMENT OPERATOR	8	110.00	880.00
HEAVY EQUIPMENT OPERATOR OVERTIME	3	165.00	495.00
2 TRUCK DRIVERS	16	95.00	1,520.00
2 TRUCK DRIVERS OVERTIME	6	142.50	855.00
CAT EXCAVATOR	11	95.00	1,045.00
CAT LOADER	11	70.00	770.00
TRI AXLE DUMP TRUCK	11	70.00	770.00
FLAT BED BOOM TRUCK	11	65.00	715.00
2 MANHOLE SHORING BOXES	1	1,807.16	1,807.16
2 UTILITY TRUCKS & TOOLS	22	30.00	660.00
COMPRESSOR & TOOLS	11	25.00	275.00
EQUIPMENT TRAILER	5	15.00	75.00
FEBRUARY 2, 2019 - SATURDAY, OVERTIME PREVAILING WAGES			
FOREMAN	11	142.50	1,567.50
4 LABORERS	44	135.00	5,940.00

Thank you for your business. We appreciate your prompt payment.

<b>INVOICE TOTAL</b>
<b>Payments/Credits</b>
<b>Balance Due</b>



P.O. Box 563 • Stony Point, New York 10980

TEL: (845) 429-0497; FAX: (845) 429-0483

# INVOICE

DATE	INVOICE #
2/4/2019	6742

<b>BILL TO</b>
Town of Orangetown Joe Messina 127 Route 303 Orangeburg, NY 10962

<b>PROJECT</b>
Emergency Call Sewer Blockage So Broadway & Eliz Pl

ECI JOB NO.	TERMS	DUE DATE
2019-1536	On Receipt	2/4/2019

DESCRIPTION	QTY.	RATE	AMOUNT
HEAVY EQUIPMENT OPERATOR	11	165.00	1,815.00
2 TRUCK DRIVERS	22	142.50	3,135.00
CAT EXCAVATOR	11	95.00	1,045.00
CAT LOADER	11	70.00	770.00
TRI AXLE DUMP TRUCK	11	70.00	770.00
FLATBED BOOM TRUCK	11	65.00	715.00
VAC TRUCK 2100	5	85.00	425.00
2 MANHOLE SHORING BOXES	1	1,807.16	1,807.16
2 UTILITY TRUCKS & TOOLS	22	30.00	660.00
COMPRESSOR & TOOLS	11	25.00	275.00
MANHOLE, CASTING & ACCESSORIES (EMERG OPEN)	1	3,800.00	3,800.00
8 X 8 FERNCO	1	40.00	40.00
GENERATOR & PUMP	11	22.50	247.50
6 BOXES INFI SHIELD	6	193.00	1,158.00
20 TONS 3/4" GRAVEL	20	25.00	500.00
FEBRUARY 4, 2019			
DEMOBILIZATION OF EQUIPMENT AND TOOLS FROM SITE			
HEAVY EQUIPMENT OPERATOR	5	110.00	550.00
LABORER	5	90.00	450.00
2 TRUCK DRIVERS	10	95.00	950.00
2 FLATBED BOOM TRUCKS	10	65.00	650.00
TRI AXLE DUMP TRUCK	5	70.00	350.00
EQUIPMENT TRAILER	5	15.00	75.00

Thank you for your business. We appreciate your prompt payment.	<b>INVOICE TOTAL</b>	<b>\$43249.82</b>
	<b>Payments/Credits</b>	<b>\$0.00</b>
	<b>Balance Due</b>	<b>\$43249.82</b>

# PREVAILING WAGE PAYROLL REPORT

**NAME OF CONTRACTOR:**  
ENVIRONMENTAL CONSTRUCTION, INC.

**ADDRESS:**  
21 HOLT DRIVE, STONY POINT, NY 10980

**PROJECT & LOCATION:** TOWN OF ORANGETOWN, SEWER BLOCKAGE  
SO BROADWAY & ELIZABETH PLACE

**PROJECT/CONTRACT**  
2019-1536

(1) PAYROLL NO. 1	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	TOTAL EARNED BEFORE TAXES	(8) DEDUCTIONS						WAC PAID W/EMI									
			S	M	T	W	T	F	S					MEDICARE	FICA/SS	FEDERAL	STATE	DIS	FPL		OTHER	TOTAL DEDUCTIONS							
																							27	28	29	30	31	1	2
SMITH, BRUCE H. #5296		OPERATOR								3	11	14	\$125.21	\$1,752.94															
PO BOX 563																													
STONY POINT, NY 10980	S0		S							8		8	\$83.77	\$670.16															
GIRON, ERICK #3421			OT										\$96.05	\$1,344.70															
15 HOYT STREET																													
SPRING VALLEY, NY 10977	S9	LABORER	S							8		8	\$64.03	\$512.24	\$1,856.94	26.93	115.13	152.88	90.21	0.60	2.84	0.00				388.59	1.46		
DeLEON CRUZ, C #0977			OT										\$96.05	\$1,344.70															
45 BROAD STREET																													
HAVERSTRAW, NY 10927	M1	LABORER	S							8		8	\$64.03	\$512.24	\$1,856.94	26.93	115.13	181.55	100.16	0.60	2.84	0.00				427.21	1.42		
MAXWELL, KENNETH #6703			OT										\$96.05	\$1,344.70															
3244 ROUTE 207																													
CAMPBELL HALL, NY 10916	S0	FOREMAN	S							8		8	\$64.03	\$512.24	\$1,856.94	26.93	115.13	316.10	101.41	0.60	2.84	0.00				563.01	1.29		
GALVEZ, SERGIO #9141			OT										\$96.05	\$1,344.70															
73 COLE AVE																													
SPRING VALLEY, NY 10977	S9	LABORER	S							8		8	\$64.03	\$512.24	\$1,856.94	26.93	115.13	152.88	90.21	0.60	2.84	0.00				388.59	1.46		
FINLEY JR, MAURICE #6931			OT										\$96.05	\$1,344.70															
16 BIVONA LANE																													
NEW WINDSOR, NY 12553	S4	LABORER	S							8		8	\$64.03	\$512.24	\$1,856.94	26.93	115.13	241.73	96.42	0.60	2.84	0.00				483.65	1.37		
FINLEY SR, MAURICE #3324			OT										\$99.60	\$1,394.40															
16 BIVONA LANE																													
NEW WINDSOR, NY 12553	S0	TRUCK DRIVER	S							8		8	\$66.40	\$531.20	\$1,925.60	27.92	119.39	332.58	105.87	0.60	2.95	0.00				589.31	1.33		
SKANK GREGG #8586			OT										\$99.60	\$1,394.40															
17 DIVISION STREET																													
COLD SPRING, NY 10516	S4	TRUCK DRIVER	S							8		8	\$66.40	\$531.20	\$1,925.60	27.92	119.39	256.83	100.87	0.60	2.95	0.00				508.56	1.41		





THIS CERTIFICATION MUST BE COMPLETED ON EACH WEEKLY PAYROLL FORM USED BY THE CONTRACTOR OR SUBCONTRACTOR

Date February 4, 2019

Bruce F. Smith Vice President  
 (Name of signatory party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by Environmental Construction Inc.  
 (Contractor or Subcontractor)

\_\_\_\_\_ , that during the payroll period commencing on the 1st  
 day of Feb., 2019, and ending the 5th day of Feb 2019  
 all persons employed on said project have been paid the full weekly wages earned, that no  
 rebates have been or will be made either directly or indirectly to or on behalf of said

Contractor from the full  
 (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or  
 indirectly from the full wages earned by any person, other than permissible deductions as  
 defined in Articles 8 and 9 and described below:

(2) That any payrolls submitted for the above period are correct and complete; that the  
 wage rates for laborers, workers, or mechanics contained therein are not less than the  
 applicable wage rates contained in any wage determination incorporated into the contract; that  
 the classifications set forth therein for each laborer, worker or mechanic conform with the work  
 he/she performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide  
 apprenticeship program registered with a State apprenticeship agency recognized by the Bureau  
 of Apprenticeship and Training, United States Department of Labor, or if no such recognized  
 agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United  
 States Department of Labor.

(4) That:

- (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
- In addition to the basic hourly wage-rates paid to each laborer, worker or mechanic listed  
 in the above referenced payroll, payments of fringe benefits as listed in the  
 contract have been or will be made to appropriate programs for the  
 benefit of such employees, except as noted in Section 4(c).

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer, worker, or mechanic listed in the above-referenced payroll has been  
 paid, as indicated on the payroll, an amount not less than the sum of the  
 applicable basic hourly wage rate plus the amount of the required fringe benefits  
 as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

SIGNATURE Bruce F. Smith

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR  
 TO CIVIL OR CRIMINAL PROSECUTION. SEE ARTICLES 8 AND 9.



ENVIR-3

OP ID: ER

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/16/2018

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

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

PRODUCER  
**CLG Insurance**  
 172 Main Street  
 Nanuet, NY 10954  
 Edward F. Carpezzi, CIC

845-623-3434

CONTACT NAME:  
 PHONE (A/C, No, Ext): 845-623-3434 FAX (A/C, No): 845-623-4332  
 E-MAIL ADDRESS: certificates@clginsurance.com

INSURED **Environmental Construction Inc**  
 PO Box 563  
 Stony Point, NY 10980

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Selective Way	26301
INSURER B:	Travelers Property Casualty	36161
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		Y	S1985219	01/01/2019	12/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> Hired AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			S1985219	01/01/2019	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			ZUP-15T50739-18-NF	01/01/2019	12/31/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

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

**CERTIFICATE HOLDER**

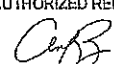
TOWN003

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





# New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

WESTCHESTER ONE, 44 SOUTH BROADWAY, 10TH FLOOR, WHITE PLAINS, NY 10601-4411

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

133479795  
ENVIRONMENTAL CONSTRUCTION INC  
P O BOX 563  
STONY POINT NY 10980



SCAN TO VALIDATE  
AND SUBSCRIBE

<b>POLICYHOLDER</b> ENVIRONMENTAL CONSTRUCTION INC P O BOX 563 STONY POINT NY 10980
--

<b>CERTIFICATE HOLDER</b> TOWN OF ORANGETOWN 28 ORANGEBURG ROAD ORANGEBURG NY 10962
--

<b>POLICY NUMBER</b> W 949 623-3	<b>CERTIFICATE NUMBER</b> 830494	<b>POLICY PERIOD</b> 07/24/2018 TO 07/24/2019	<b>DATE</b> 2/5/2019
-------------------------------------	-------------------------------------	--	-------------------------

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 949 623-3, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING



# CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

## PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)  
 ENVIRONMENTAL CONSTRUCTION INC  
 21 HOLT DRIVE  
 P.O. BOX 563  
 STONY POINT, NY 10980-0563

Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)

1b. Business Telephone Number of Insured  
 (845) 429-0497

1c. Federal Employer Identification Number of Insured or Social Security Number  
 133-47-9795

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)  
 TOWN OF ORANGETOWN  
 26 ORANGEBURG ROAD  
 ORANGEBURG, NY 10962

3a. Name of Insurance Carrier  
 New York State Insurance Fund (NYSIF)

3b. Policy Number of Entity Listed in Box "1a"  
 DBL 2447 05 - 1

3c. Policy effective period  
 01/23/1990 to 07/01/2019

4. Policy provides the following benefits:
- A. Both disability and paid family leave benefits
  - B. Disability benefits only
  - C. Paid family leave benefits only

5. Policy covers:
- A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law
  - B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 2/5/2019 By *Melissa Jensen*  
 (Signature of insurance carrier's authorized representative or NYS Licensed insurance Agent of that insurance carrier)

Telephone Number (866) 697-4332 Name and Title Melissa Jensen, Acting Head of Disability Insurance Unit

**IMPORTANT:** If Box 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200

## PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

### State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed \_\_\_\_\_ By \_\_\_\_\_  
 (Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number \_\_\_\_\_ Name and Title \_\_\_\_\_

**Please Note:** Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS-licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

**CONTRACT NO.** DEME-BC-2019-01  
**CONTRACT TITLE:** Backcharge  
**LOCATION:** 319, South Broadway, South Nyack  
**FORCE ACCOUNT RECORDS:** Replacement of Existing Sewer Line Damaged By Yonkers Construction  
**Cost Summary:** WEEK ENDING: 02/17/19 DEME-BC-2019-01

BILLABLE Labor Cost: DEME	
Regular Wages: (1)	\$2,339.05
Fringe Benefits: (2)	\$1,508.22
SUBTOTAL (a) = (1) + (2)	\$3,847.26
Additional Wages (3)	
SUBTOTAL (A) = SUBTOTAL(a) + (3)	\$3,847.26
<b>TOTAL OF LABOR = Sum of SUBTOTALS =</b>	
	\$3,847.26
<b>Equipment Cost: DEME</b>	
Total Cost of Owned Equipment =(4)	\$1,146.43
Total Cost of Rented Equipment =(5)	\$0.00
<b>TOTAL EQUIPMENT COSTS: Sum of (4) + (5)</b>	
	\$1,146.43
<b>Material Cost: DEME</b>	
Total Cost of Material =(6)	\$0.00
<b>TOTAL MATERIAL COSTS:</b>	
	\$0.00
<b>SUBS/SERVICES/OUTSIDE CONTRACTORS: DEME</b>	
SUBS: (7)	
SERVICES: (8)	
OUTSIDE CONTRACTORS: (9)	
<b>Total SUBS/SERVICES/OUTSIDE CONTRACTORS: DEME</b>	\$0.00
<b>Total Cost of the Extra Work = TOTAL COST (LABOR+EQUIPMENT+MATERIAL+ SERVICES)</b>	
	\$4,993.70

















**CONTRACT NO.** DEME-BC-2019-01  
**CONTRACT TITLE:** Backcharge  
**LOCATION:** 319, South Broadway, South Nyack  
**FORCE ACCOUNT RECORDS:** Replacement of Existing Sewer Line Damaged By Yonkers Construction  
**Cost Summary:** WEEK ENDING: 02/10/19 DEME-BC-2019-01

BILLABLE Labor Cost: DEME	
Regular Wages: (1)	\$3,383.09
Fringe Benefits: (2)	\$2,181.42
SUBTOTAL (a) = (1) + (2)	\$5,564.51
Additional Wages (3)	
SUBTOTAL (A) = SUBTOTAL(a) + (3)	\$5,564.51
<b>TOTAL OF LABOR = Sum of SUBTOTALS =</b>	<b>\$5,564.51</b>
Equipment Cost: DEME	
Total Cost of Owned Equipment =(4)	\$988.10
Total Cost of Rented Equipment =(5)	\$0.00
<b>TOTAL EQUIPMENT COSTS: Sum of (4) + (5)</b>	<b>\$988.10</b>
Material Cost: DEME	
Total Cost of Material =(6)	\$0.00
<b>TOTAL MATERIAL COSTS:</b>	<b>\$0.00</b>
SUBS/SERVICES/OUTSIDE CONTRACTORS: DEME	
SUBS: (7)	
SERVICES: (8)	
OUTSIDE CONTRACTORS: (9)	
<b>Total SUBS/SERVICES/OUTSIDE CONTRACTORS: DEME</b>	<b>\$0.00</b>
<b>Total Cost of the Extra Work = TOTAL COST (LABOR+EQUIPMENT+MATERIAL+ SERVICES)</b>	<b>\$6,552.60</b>







Backcharge  
DEPARTMENT of ENVIRONMENTAL MANAGEMENT and ENGINEERING  
DAILY RECORD OF WORK AUTHORIZED

Contract No.		DEME-BC-2019-01		Fed. Project No.		Contractor		Yonkers Construction		Date:		2/6/2019 WEDNESDAY	
Item No. and Description: Replacement of Existing Sewer Line Damaged By Yonkers Construction													
Name	Employee #	Title	Grade	ST	1.5X	2.0X	MATERIAL			OWNED EQUIPMENT			
							Mixed	UNIT	QUANT	UNIT	QUANT	HRS IN USE	STNDY PRS
Stallone, Peter	4013	Sewer Inspector II	18	6									6
Mendicino, Joseph	3175	Engineer, II	20	2									2
Fordham, Stephen	1587	Asst. Maintenance Supervisor	14/18										
Reilly, Eamon	4154	Commissioner	NA										
Weber, Michael	4032	Chief Operator Grade 3 WW	28										
Fordham, Eilie	2491	Administrative Secretary I	12										
Peters, Bruce	1728	Engineer, III	25										
			25/28										
			#N/A										
			#N/A										
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			#N/A										
			#N/A										
			#N/A										
RENTED EQUIPMENT:										QUANT.	VENDOR		
Total for the Day													

STATEMENT OF WORK ACCOMPLISHED:

CERTIFICATION:

I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size, that the material taken from stock as designated above was installed in the project, and that the account herein shown is an accurate statement of labor, materials and equipment used on this day.

MURK 11A      Signed: \_\_\_\_\_      2/6/19      DATE      FOR CONTRACTOR      Signed: \_\_\_\_\_      2/6/19      DATE      FOR DEMA





Backcharge  
DEPARTMENT of ENVIRONMENTAL MANAGEMENT and ENGINEERING  
DAILY RECORD OF WORK AUTHORIZED

Contract No.	DEME-BC-2019-03	Fed. Project No.	Yonkers Construction	Date	2/9/2019 SATURDAY									
<b>Replacement of Existing Sewer Line Damaged By Yonkers Construction</b>														
Name	Employee #	Title	Grade / Step	Hours			MATERIAL			OWNED EQUIPMENT				
				ST	1.5X	2.0X	Material	Stock	QUANT	UNIT	Description	HRS IN USE	STNDY HRS	
Stallone, Peter	4013	Sewer Inspector I	18 2											
Mendicino Joseph	3175	Engineer II	20 5/7	5								Suburban		5
Fordham, Stephen	1567	Asst. Maintenance Supervisor	14/18 NA									Grand Cherokee 02		5
Relly, Eamon	4154	Commissioner	NA NA									BLANK		
Weber, Michael	4032	Chief Operator Grade 3 WW	28 2									BLANK		
Fordham, Ellis	2491	Administrative Secretary I	12 8/13									BLANK		
Peters, Bruce	1706	Engineer III	26 25/29	5								BLANK		
			#N/A #N/A #N/A #N/A #N/A #N/A #N/A #N/A #N/A #N/A #N/A #N/A									BLANK BLANK BLANK BLANK BLANK BLANK BLANK BLANK BLANK BLANK BLANK BLANK		
												RENTED EQUIPMENT:		
												VENDOR		
				Total for the Day						Total for the Day				

STATEMENT OF WORK ACCOMPLISHED:

**SERIFICATION:**

I certify to the best of my knowledge and belief, that the equipment used on this work was of the proper size, that the material taken from stock as designated above was installed in the project, and that the account herein shown is an accurate statement of labor, materials and equipment used on this day.

Signed:

2/9/19 DATE

FOR CONTRACTOR

FOR DEMA

DATE



DEME-BC-2019-01

DEME EQUIPMENT SUMMARY

CONTRACT NO. DEME-BC-2019-01  
 CONTRACT TITLE: Backcharge  
 Replacement of Existing Sewer Line Damaged By Yonkers Construction  
 Calculations for DEME OWNED Equipment Utilization on a Daily Basis  
 WEEK ENDING: 02/10/19  
 LOCATION: 319, South Broadway, South Nyack

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	Computations		AA	AC					
																										Subtotals				In Use	Standby	COL.Z + AA		
																										Total								
Daily Equipment Utilization Recording																																		
Description of OWNED Equipment	MFG	Vehicle NO.	No.	No.	No.	Details of Ref Equipment	Page	Privated Hly. Rate	Monthly Rate/176	FUEL COST per Hour	2/4/2019	2/5/2019	2/6/2019	2/7/2019	2/8/2019	2/9/2019	2/10/2019	TOTALS					HRS USED	HRS STNBY	HRS COL.Z + AA	592.86	271.73	123.51	592.86	271.73	123.51			
											Monday	Tuesday	WED	Thursday	Friday	Saturday	Sunday																	
Suburban	Chevrolet	105	E-05					5.95	18.75		5.0	6.0	7.0																					
Grand Cherokee 02	Jeep	110	E-09					5.95	18.75		1.0	2.0		2.0	5.0																			
Grand Cherokee 01	Jeep	107	E-06					5.95	18.75						5.0																			
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																								TOTAL for Contr. Owned Eq		988.10								

RENTED EQUIPMENT:

DESCRIPTION	VENDOR	DATE OF RENTAL	INVOICE AMOUNT
TOTAL RENTALS:			

E-2 / E-4 to E-13 / E-22 / E-23 / E-26

E-2 / E-4 to E-13 / E-22 / E-23 / E-26



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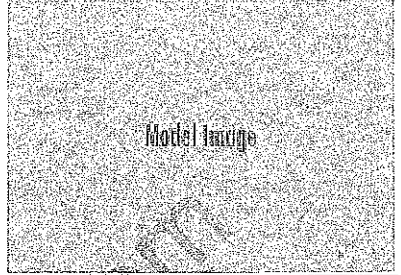
All prices shown in US\$

**Rental Rate Blue Book®**

February 13, 2019

**GMC/CHEVY 1500**  
On-Highway Light Duty Trucks

Size Class:  
200 - 299 HP  
Weight:  
N/A



**Configuration for 1500**

Axle Configuration: **4 x 2**      Power Mode: **Gasoline**  
Cab Type: **Conventional**      Horsepower: **280 hp**  
Ton Rating: **1 / 2**

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$1,020.00	\$285.00	\$71.00	\$11.00	\$18.75	\$24.55
<b>Adjustments</b>						
Region ( New York State DOT: 108%)	\$81.60	\$22.80	\$5.68	\$0.88		
Model Year (2011: 95.1%)	(\$53.98)	(\$15.08)	(\$3.76)	(\$0.58)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>\$1,047.62</b>	<b>\$292.72</b>	<b>\$72.92</b>	<b>\$11.30</b>	<b>\$18.75</b>	<b>\$24.70</b>

**Non-Active Use Rates**

	Hourly
Standby Rate	\$2.98
Idling Rate	\$20.58

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	54%	\$550.80/mo
Overhaul (ownership)	29%	\$295.80/mo
CFC (ownership)	7%	\$71.40/mo
Indirect (ownership)	10%	\$102.00/mo
Fuel (operating) @ 2.75	78%	\$14.63/hr

Revised Date: 1st Half 2019

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.



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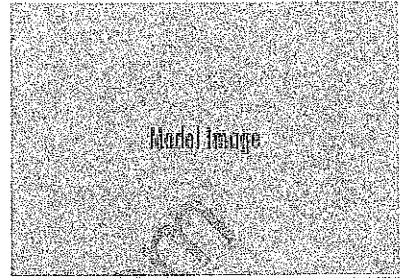
All prices shown in US\$

**Rental Rate Blue Book®**

February 13, 2019

**GMC/CHEVY 2500**  
On-Highway Light Duty Trucks

Size Class:  
200 - 299 HP  
Weight:  
N/A



**Configuration for 2500**

Axle Configuration **4 x 2** Power Mode **Gasoline**  
Cab Type **Crew** Horsepower **280 hp**  
Ton Rating **3 / 4**

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$1,095.00	\$305.00	\$76.00	\$11.00	\$18.85	\$25.07
<b>Adjustments</b>						
Region ( 100%)	-	-	-	-		
Model Year (2008: 92.2%)	(\$85.41)	(\$23.79)	(\$5.93)	(\$0.86)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>\$1,009.59</b>	<b>\$281.21</b>	<b>\$70.07</b>	<b>\$10.14</b>	<b>\$18.85</b>	<b>\$24.59</b>

**Non-Active Use Rates**

	Hourly
Standby Rate	\$4.07
Idling Rate	\$20.37

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	54%	\$591.30/mo
Overhaul (ownership)	29%	\$317.55/mo
CFC (ownership)	7%	\$76.65/mo
Indirect (ownership)	10%	\$109.50/mo
Fuel (operating) @ 2.75	78%	\$14.63/hr

Revised Date: 1st Half 2019

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E-17  
E-17



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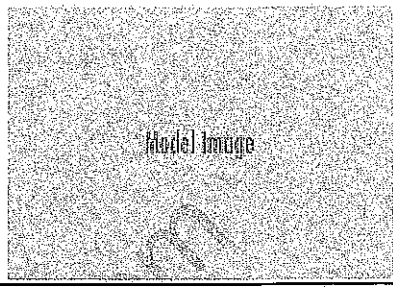
All prices shown in US\$

**Rental Rate Blue Book®**

February 13, 2019

**Miscellaneous 4X2 4YD GAS**  
On-Highway Rear Dumps

Size Class:  
19,501 - 26,000 GVW  
Weight:  
7,464 lbs.



**Configuration for 4X2 4YD GAS**

Struck Capacity	<b>2 cu yd - 4 cu yd</b>	Axle Configuration	<b>4X2</b>
Power Mode	<b>Gasoline</b>	Horsepower	<b>275</b>
Maximum Gross Vehicle Weight	<b>20000 lbs</b>		

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$1,735.00	\$485.00	\$120.00	\$18.00	\$36.95	\$46.81
<b>Adjustments</b>						
Region ( New York State DOT: 108%)	\$138.80	\$38.80	\$9.60	\$1.44		
Model Year (2016: 99%)	(\$18.74)	(\$5.24)	(\$1.30)	(\$0.19)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>\$1,855.06</b>	<b>\$518.56</b>	<b>\$128.30</b>	<b>\$19.25</b>	<b>\$36.95</b>	<b>\$47.49</b>

**Non-Active Use Rates**

	<b>Hourly</b>
Standby Rate	\$5.27
Idling Rate	\$39.28

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	50%	\$867.50/mo
Overhaul (ownership)	31%	\$537.85/mo
CFC (ownership)	8%	\$138.80/mo
Indirect (ownership)	11%	\$190.85/mo
Fuel (operating) @ 2.75	78%	\$28.74/hr

Revised Date: 1st Half 2019

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E-27



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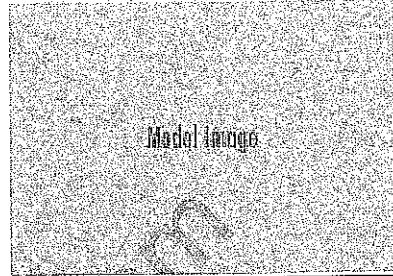
All prices shown in US\$

February 13, 2019

**Rental Rate Blue Book®**

Miscellaneous DSL 6X4 3500  
On-Highway Water Tankers

Size Class:  
200 HP & Over  
Weight:  
12,500 lbs.



**Configuration for DSL 6X4 3500**

Power Mode **Diesel** Horsepower **250**  
Tank Capacity **3500 gal**

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$2,925.00	\$820.00	\$205.00	\$31.00	\$33.85	\$50.47
<b>Adjustments</b>						
Region ( New York State DOT: 108%)	\$234.00	\$65.60	\$16.40	\$2.48		
Model Year (2007: 90.4%)	(\$303.26)	(\$85.02)	(\$21.25)	(\$3.21)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)						
<b>Total:</b>	<b>\$2,855.74</b>	<b>\$800.58</b>	<b>\$200.15</b>	<b>\$30.27</b>	<b>\$33.85</b>	<b>\$50.08</b>

**Non-Active Use Rates**

	Hourly
Standby Rate	\$8.11
Idling Rate	\$36.67

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	49%	\$1,433.25/mo
Overhaul (ownership)	31%	\$906.75/mo
CFC (ownership)	9%	\$263.25/mo
Indirect (ownership)	11%	\$321.75/mo
Fuel (operating) @ 3.27	60%	\$20.44/hr

Revised Date: 1st Half 2019

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

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 E-16 / E-18 / E-19



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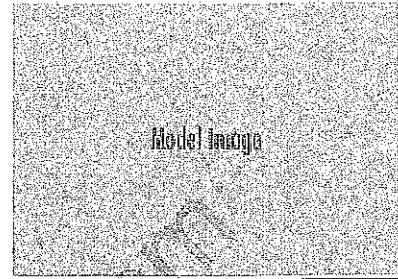
All prices shown in US\$

**Rental Rate Blue Book®**

February 13, 2019

**Ford F-350 SD / F-550**  
 On-Highway Light Duty Trucks

Size Class:  
**300 HP & Over**  
 Weight:  
 N/A



**Configuration for F-350 SD**

Axle Configuration **4 X 2** Power Mode **Gasoline**  
 Cab Type **Crew** Horsepower **300 hp**  
 Ton Rating **1**

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$880.00	\$245.00	\$61.00	\$9.00	\$19.60	\$24.60
<b>Adjustments</b>						
Region ( New York State DOT: 108%)	\$70.40	\$19.60	\$4.88	\$0.72		
Model Year (2003: 89.3%)	(\$101.69)	(\$28.31)	(\$7.05)	(\$1.04)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)						
<b>Total:</b>	<b>\$848.71</b>	<b>\$236.29</b>	<b>\$58.83</b>	<b>\$8.68</b>	<b>\$19.60</b>	<b>\$24.42</b>

**Non-Active Use Rates**

	Hourly
Standby Rate	\$2.41
Idling Rate	\$20.50

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	54%	\$475.20/mo
Overhaul (ownership)	29%	\$255.20/mo
CFC (ownership)	7%	\$61.60/mo
Indirect (ownership)	10%	\$88.00/mo
Fuel (operating) @ 2.75	80%	\$15.68/hr

Revised Date: 1st Half 2019

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E-01 / E-20  
E-01 / E-20



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All prices shown in US\$

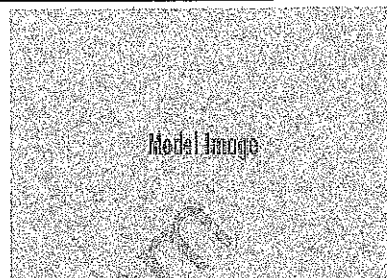
**Rental Rate Blue Book®**

February 13, 2019

**Ford F-250**

On-Highway Light Duty Trucks

Size Class:  
300 HP & Over  
Weight:  
N/A



**Configuration for F-250**

Axle Configuration	<b>4 X 4</b>	Power Mode	<b>Gasoline</b>
Cab Type	<b>Crew</b>	Horsepower	<b>385 hp</b>
Ton Rating	<b>3 / 4</b>		

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$1,020.00	\$285.00	\$71.00	\$11.00	\$24.75	\$30.55
<b>Adjustments</b>						
Region ( New York State DOT: 108%)	\$81.60	\$22.80	\$5.68	\$0.88		
Model Year (2003: 89.3%)	(\$117.87)	(\$32.93)	(\$8.20)	(\$1.27)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)						
<b>Total:</b>	<b>\$983.73</b>	<b>\$274.87</b>	<b>\$68.48</b>	<b>\$10.61</b>	<b>\$24.75</b>	<b>\$30.34</b>

**Non-Active Use Rates**

	<b>Hourly</b>
Standby Rate	\$2.79
Idling Rate	\$25.71

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	54%	\$560.80/mo
Overhaul (ownership)	29%	\$295.80/mo
CFC (ownership)	7%	\$71.40/mo
Indirect (ownership)	10%	\$102.00/mo
Fuel (operating) @ 2.75	81%	\$20.12/hr

Revised Date: 1st Half 2019

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.



February 28, 2019

Ref: LT-TZC-TOO-00003

**VIA E-MAIL & REGISTERED MAIL**

Ms. Rosanna Sfraga  
Town Clerk, Town of Orangetown  
26 Orangeburg Road  
Orangeburg, New York 10962

Attn: Department of Environmental Management and Engineering

**Re: Damage Claim for Backup of Town Sewer System**

**Subject: Broken Town Raw Sewage Pipe / Back-up into Houses on South Broadway, South Nyack, NY.**

Dear Ms. Sfraga,

Tappan Zee Constructors, LLC owns three houses on South Broadway in South Nyack, NY. Due to a broken Town raw sewage pipe, all of the houses incurred damages during the period of January 30, 2019 – February 5, 2019. Enclosed herewith is a detailed listing with receipts of our costs for damages including: personal property lost, hotel, food and vendor, clean up, and property manager.

Thank you for your assistance in facilitating reimbursement. Should you have any questions please contact Victoria Conte, Office Manager at 914 789 3202.

Very truly yours,

Terry Lowle  
Project Executive and Manager  
Tappan Zee Constructors, LLC

TT/awd/vc

Enc.

TOWN OF ORANGETOWN  
2019 FEB 29 A 10:15  
TOWN CLERK'S OFFICE

Tappan Zee Constructors, LLC  
 TOTAL CLAIM 1/30/19 - 2/8/19

CLAIM	DOLLAR AMOUNT	DESCRIPTION	HOUSE LOCATION
ABP Consultantcy	\$2,216.71	Property Manager	317 South Broadway 319 South Broadway 321 South Broadway
Oscars Sewer & Drain	\$1,600.00	Cleared the pipes in the basement	319 South Broadway
Servpro	\$1,588.55	Hazmat clean up (Raw Sewage)	319 South Broadway
Servpro	\$245.00	Hazmat clean up (Raw Sweage)	321 South Broadway
Jim & Elizabeth Sandman	\$806.16	Hotel and Food Costs	319 South Broadway
Jim & Elizabeth Sandman	\$2,922.21	Damages to Personal Property	319 South Broadway
Robert & Kim Mackey	\$178.27	Hotel Stay and Boarding of Dog	317 South Broadway
<b>TOTAL AMOUNT OF CLAIM</b>	<b>\$9,556.90</b>		2/26/2019

TOWN OF ORANGETOWN  
 2019 FEB 29 A 10: 15  
 TOWN CLERK'S OFFICE

Charges listed below are ALL related to the CLEAN UP Process due to the Broken Town Raw Sewage Pipe that effected the houses owned by Tappan Zee Constructors, LLC

DATE	VENDOR	HOUSE LOCATION	SCOPE OF WORK	DOLLAR AMOUNT
1/30/19 - 2/7/19	ABP Consultancy Inc 578 Nepperhan Ave #504 Yonkers, New York 10701	319 South Broadway 321 South Broadway South Nyack, New York	APB Consultancy Inc is Tappan Zee Constructors Property Manager for the 3 houses. Raw Sewage backing up into house due to outside road work. Vendor notified the Town. Returned to home when instructed by the Town Sewer Department.	\$2,216.71
1/31/2019	Oscars Sewer & Drain 50 Fairmount Avenue Haverstraw, New York	Jim & Elizabeth Sandman 319 South Broadway South Nyack, New York		\$1,600.00
2/1/2019	**Servpro 151 Crescent Avenue Waldwick, NJ 07463	Jim & Elizabeth Sandman 319 South Broadway South Nyack, New York	Performed Hazmat clean-up and disinfecting services in basement from raw sewage.	\$1,588.55
2/7/2019	**Servpro 151 Crescent Avenue Waldwick, NJ 07463	321 South Broadway South Nyack, New York	Performed Hazmat clean-up of basement tub from raw sewage.	\$245.00
			<b>TOTAL</b>	<b>\$5,650.26</b>

\*\*The invoices reflect a sales tax adjustment. Sales tax is passed through ABP's management company onto the owner so that is not collected twice. The management company charges and collects the sales tax. Because this was caught after the invoice had been paid, Servpro made an adjustment on the open invoice to reflect this credit. The base price on each invoice is the amount that is the total between the two for the cleaning services billed to the management company. ABP management company's invoice reflects the sales tax on this service.

TOWN CLERK'S OFFICE

2019 FEB 29 A 10: 15

TOWN OF ORANGETOWN

Always Best Practices

# INVOICE

## ABP CONSULTANCY INC

578 Nepperhan Ave Ste 504  
Yonkers, NY 10701  
914-514-9805 Direct  
[info@abp-consult.com](mailto:info@abp-consult.com)

INVOICE NO. 276  
DATE February 21, 2019  
CUSTOMER ID TZC2014

TO Accounts Receivable  
Tappan Zee Constructors LLC  
555 White Plains Road Ste 400  
Tarrytown, NY 10591  
(914)789-3200

JOB	PAYMENT TERMS	DUE DATE
319 & 321 Town Sewer Line Backup	Sewer Line Snake, Repair, Hazmat Cleaning	Upon Receipt

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
Jan 31 - Feb 6 2019			
<b>Repairs 321</b>			
1.00	**^ProClean - Bathroom Cleanup (Hazmat)	245.00 \$	245.00
1.00	**^Oscar Sewer & Drain - sewer line discovery & snake lines	\$	
<b>Repairs 319</b>			
1.00	***ServePro - Basement Cleanup (Hazmat)	1,588.55 \$	1,588.55
1.00	**^Oscar Sewer & Drain - sewer line discovery, snake lines & repair	1,600.00 \$	1,600.00
6.00	*ABP Emergency Supervision, Hazmat Cleanup & Claim Discovery	125.00 \$	750.00
	*Markup**	20% \$	686.71
	*Admin Fee^	10% \$	343.36
	<b>SUBTOTAL</b>	\$	<b>5,213.62</b>
	8.375% SALES TAX	\$	436.64
	<b>TOTAL</b>	\$	<b>5,650.26</b>

Make all checks payable to: ABP Consultancy Inc  
**THANK YOU FOR YOUR BUSINESS!**



Oscars Sewer and Drain  
50 Fairmount Ave  
Haverstraw, NY 10927  
845-729-2119

2/1/2019

277

ABP Consultancy Inc  
PO Box 82  
Dobbs Ferry, NY 10522

Due on receipt

Job: 319 South Broadway Nyack, NY 10960

Upon visual inspection of pipe there were no indications that back up was coming from the town sewer line. It appeared to be coming from the inside line. Due to weight of equipment and location of pipe it required me to call in additional help. We started to snake line to clear clog when line started to back up at a rapid pace which lead me to the conclusion that I had to contact the town's sewage department. I capped the inside line until the town Sewer Department came out and cleared their line. I came back after the town completed their work and completed the snaking from the inside of building.

0.00T  
0.00T

Came back two additional times to double check that line was clear and no further back up was occurring.

Break Down Of Charges: Due to nature of job rates are increased due to exposure of raw sewage.

1,200.00

Main Sewer Technician: 4hours @ \$300/hour

Helpers: 2 helpers: 1 hour @ \$150/per helper per hour

300.00

Return visit

100.00

2nd Return visit. - Normally \$100.00- no charge.

0.00T

We reserve the right to charge 2% late fee per month on all balances over 30 days.

Sales Tax (0.0%) \$0.00

Payments/Credits \$0.00

**Balance Due \$1,600.00**



SERVPRO of NJ/Bergen/S&E  
 Rockland  
 811 Crescent Ave  
 Waldwick, NJ 07463  
 (201)236-2400/(845)753-3730  
 Tax ID: 13-3848580

# Invoice

Date	Invoice #
2/5/2019	0768

**Bill To**

Abbey Beak  
 319 S Broadway  
 Nyack, NY 10960  
 (914)844-8330

**Job Address**

Terms	Job Date	Rep	Location
	2/5/2019		Southern Rockld

Item	Description	Amount
Water Remed	Mitigation Services Rockland County Sales Tax	1,588.55 133.04

SERVPRO  
 151 CRESCENT AVE  
 WALDWICK, NJ 07463  
 (201)236-2400

**SALE**

TID: 001      REF#: 00000001  
 Batch # 615      1t47.36  
 02/05/19  
 AVS Z  
 APPR CODE: 269342  
 AMEX      Manual CRP  
 \*\*\*\*\*2000      \*\*/\*\*

**AMOUNT      \$1,721.59**


APPROVED

THANK YOU

*2/5 paid Amex  
 Thank you*

TOWN OF GRANGELTOWN  
 2019 FEB 29 A 10:15  
 TOWN CLERK'S OFFICE

<b>Total</b>	\$1,721.59
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$1,721.59

		2/13/2019	INVOICE	787
ABP Consulting 321 S Broadway Hackensack, NY 10960 (201)928-0413		 of Northwest Bergen of Southern Rockland County of Eastern Rockland County 151 Crescent Ave. Waldwick, NJ 07463 Tax ID# 13-3848380 <i>Independently Owned &amp; Operated</i>		
JOB DATE	TERMS	SOURCE	Territory	SERVICES
				General Cleaning Bathtub \$245.00
				Credit Prior Sales Tax Tax ID in file \$133.04
SERVPRO 151 CRESCENT AVE WALDWICK, NJ 07463 (201)236-2400			SALE The # 001      REF#: 00000001 Batch # 618 02/08/19      09:50:38 AVS Z APPR CODE 221283 AMEX      Manual CNP *****2000      ***	
AMOUNT		\$111.96		
APPROVED				
THANK YOU PLEASE COME AGAIN				
CUSTOMER COPY				
				<b>Total</b>
				<b>\$111.96</b>

*2/13 pap Amex  
Thank you*

(X) \_\_\_\_\_  
 Authorized Signature

*I hereby acknowledge the satisfactory completion of the above-described work*

(X) \_\_\_\_\_  
 Customer Signature

**Terms of Payment**  
 Unless otherwise specified on this invoice, payment is due in full upon completion of service. Interest will be charged at the maximum allowable by law, or at 1.5% per month, whatever is lesser, on accounts 30 days overdue



Authorization to Perform Services and Direction of Payment

Customer Name: Abbie Beak Date of Loss: 2/7/2019
Loss Address: 321 South Broadway
City: NYACK State: NY Zip: 10960
Insurance Company: N/A Claim Number (if available): N/A

The undersigned Customer, being the building owner, owner's representative, or resident, authorizes the Provider identified below to perform any and all necessary cleaning and/or restoration services on Customer's property located at the property address above, and with respect to items that need to be cleaned at a remote location to remove and clean such items as necessary.

Customer authorizes Insurance Company, herein referred to as "Insurance Company," to pay Provider solely and directly for that portion of the work covered by Customer's insurance policy.

If, for any reason, Customer receives a check from Insurance Company made payable to Customer, Customer agrees to pay Provider immediately upon receipt of the check. In order to expedite payment to Provider, Customer hereby appoints Provider as attorney-in-fact, authorizing Provider to endorse Customer's name on Insurance Company checks or drafts, and to deposit Insurance Company checks or drafts for Provider services.

Customer agrees to pay Customer's deductible in the amount of \$ To Be Determined that applies to this claim. If any amounts owing to Provider for Provider services are not covered by insurance, Customer agrees to pay those amounts to Provider within fifteen (15) days of Customer's receipt of invoice. It is fully understood that Customer and its agents, successors, assigns, and heirs are personally responsible for any and all deductibles and any costs not covered by insurance. Interest and finance charges will be charged at the maximum allowable by law, or at 1.5% per month, whichever is less, on accounts over thirty (30) days past due. Time is of the essence.

Customer agrees that Provider is working for the Customer and not Customer's insurance company or any agent/adjuster.

Property Owned By: Abbie Beak Tappan Zee Constructors LLC (owners)
Abbie Beake - President
Remarks: ABP Consultancy Inc
(Property Manager)

I HAVE READ THIS AUTHORIZATION TO PERFORM SERVICES AND DIRECTION OF PAYMENT, INCLUDING THE TERMS AND CONDITIONS OF SERVICE ON THE NEXT PAGE HEREOF, AND AGREE TO SAME.

Customer Reviewed Customer Information Form: O Y O N

Customer's Signature: Abbie S Beake Provider's Signature:
Printed Name: Abbie Beak e Franchise Legal Name: Vingoe Enterprises, Inc.
Date: 2/7/2019 d/b/a SERVPRO of: Southern Rockland County
E-mail Address: abbie@abp-consult.com Contractor License #:
abbie@abp-consult.com

## Authorization to Perform Services and Direction of Payment

### Terms and Conditions of Service

#### **READ CAREFULLY**

**Note: This Contract includes a limitation of liability and limitation of remedies.**

1. **SERVPRO®** is one of the largest nationwide Cleaning and Restoration Franchise Systems in the United States. The **SERVPRO®** Franchise owner identified on the front of this Contract (the "Provider") is an independent contractor who agrees to perform the services identified on the front of this Contract (the "Services"). Client agrees to purchase, receive, and pay for the Services pursuant to the terms and conditions of this Contract. Servpro Industries, Inc., the Franchisor, is not a party to any agreement with Client, is not a guarantor of the Provider's Services, and is not subject to liability arising out of such Services.
2. Provider's performance of the Services is limited by, among other things, the pre-existing conditions and characteristics of the premises, material, fabrics, furniture, and/or other items. **PROVIDER EXPRESSLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY PRE-EXISTING CONDITIONS.** Client shall retain responsibility and shall be liable for all effects of and costs necessary to correct such conditions, including, by way of example and not limitation, the conditions identified below:
  - (a) Provider may, in its sole discretion, pre-test materials for removability of spots or stains; dye or color fastness; shrinkage; fading; adhesive breakdown; or other problems. It is not always possible to determine these conditions in advance. **PROVIDER DOES NOT GUARANTEE SPOT OR STAIN REMOVAL AND COLOR FASTNESS OR PREVENTION OF SHRINKAGE, FADING, OR ADHESIVE BREAKDOWN.**
  - (b) Provider **DOES NOT GUARANTEE** that wall and ceiling cleaning will restore the original color to painted surfaces.
  - (c) Not all fabrics are conducive to cleaning. Provider shall use reasonable efforts to advise Client of any adverse effects which may be reasonably foreseen due to the nature of the fabric or material involved. **PROVIDER DOES NOT GUARANTEE THAT SUCH MATERIALS CAN BE CLEANED OR THAT THERE WILL BE NO ADVERSE EFFECTS FROM ANY ATTEMPT TO CLEAN SUCH FABRICS.**
  - (d) A variety of materials are used in the manufacturing, upholstery and/or installation process. These materials include backing, lining, tacks, or other unknown substances that may cause discoloration or other adverse effects to the face material. Client acknowledges that it is impossible to determine when such adverse effects may occur and **PROVIDER DOES NOT GUARANTEE AGAINST SUCH ADVERSE EFFECTS.**
  - (e) Client acknowledges and agrees that mold is commonly found throughout the environment and that it is impossible to eradicate mold. **PROVIDER DOES NOT GUARANTEE THE REMOVAL OR ERADICATION OF MOLD.**
  - (f) Client acknowledges and agrees that limited photographs or video of the damage and cause may be made solely for work process and insurance claims purposes.
3. **PROVIDER SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES AND ALL IMPLIED WARRANTIES (EITHER IN FACT OR BY OPERATION OF LAW) INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING, CUSTOM OR USAGE OF TRADE. THIS CONTRACT PROVIDES FOR THE PROVISION OF SERVICES AND DOES NOT PROVIDE FOR A SALE OF GOODS.**
4. **Limitation of Liability:** IN NO EVENT SHALL PROVIDER, ITS OWNERS, ANY OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, FRANCHISOR, OR AFFILIATES BE RESPONSIBLE FOR INDIRECT, SPECIAL, NOMINAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES, OR FOR ANY PENALTIES, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ASSERTED, INCLUDING CONTRACT, NEGLIGENCE, WARRANTY, STRICT LIABILITY, STATUTE OR OTHERWISE, EVEN IF IT HAD BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE; OR FOR CLAIMS BY A THIRD PARTY. THE MAXIMUM AGGREGATE LIABILITY SHALL NOT EXCEED THREE TIMES THE AMOUNT PAID BY CUSTOMER FOR THE SERVICES OR ACTUAL PROVEN DAMAGES, WHICHEVER IS LESS. IT IS EXPRESSLY AGREED THAT CUSTOMER'S REMEDY EXPRESSED HEREIN IS CUSTOMER'S EXCLUSIVE REMEDY. THE LIMITATIONS SET FORTH HEREIN SHALL APPLY EVEN IF ANY OTHER REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. Some states/countries do not allow the exclusion or limitation of incidental or consequential damages, so the above may not apply to you.
5. Should Provider bring legal action to collect monies due under the Contract or should the matter be turned over for collection, Provider shall be entitled, to the fullest extent permitted under law, to reasonable legal fees and costs of any such collection attempt, in addition to any other amounts owed by Client. This attorney fee provision shall not be effective or enforceable in jurisdictions where attorney fee provisions are made reciprocal or invalid by operation of law. Consent is hereby given for filing of mechanic's liens by Provider for the work described in this contract on the property on which the work is performed if Provider is not paid.
6. Any labor, materials or other work beyond that identified in this Contract shall require a written amendment to this Contract and will result in additional charges.
7. Any claim by Client for faulty performance, for nonperformance or breach under this Contract for damages shall be made in writing to Provider within sixty (60) days after completion of services. Failure to make such a written claim for any matter which could have been corrected by Provider shall be deemed a waiver by Client. **NO ACTION, REGARDLESS OF FORM, RELATING TO THE SUBJECT MATTER OF THIS CONTRACT MAY BE BROUGHT MORE THAN ONE (1) YEAR AFTER THE CLAIMING PARTY KNEW OR SHOULD HAVE KNOWN OF THE CAUSE OF ACTION.**
8. A failure of either party to exercise any right provided for herein shall not be deemed to be a waiver of any right hereunder.
9. **CLIENT AND PROVIDER EACH WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY WITH RESPECT TO ANY AND ALL CLAIMS OR CAUSES OF ACTION (INCLUDING COUNTERCLAIMS) RELATED TO OR ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS CONTRACT AND AGREE THAT ANY CLAIM OR CAUSE OF ACTION WILL BE TRIED BY A COURT TRIAL WITHOUT A JURY.**
10. If any provision of this Contract is found to be ineffective, unenforceable or illegal for any reason under present or future laws, such provision shall be fully severable, and this Contract shall be construed and enforced as if such provision never comprised a part of this Contract. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the ineffective, unenforceable or illegal provision or by its severance from this Contract.
11. No modification, termination, or attempted waiver of this Contract shall be valid unless in writing and signed by the party against whom the same is sought to be enforced.

**SERVPRO® Franchisees are always looking for motivated employees.**  
**SERVPRO's individually owned and operated franchises offer a variety of positions including crew chief, production technician, marketing representative, administrative assistant, and many more.**

DATE	FOOD / HOTELS	LOCATIONS	DOLLAR AMOUNT
2/26/2019		Jim & Elizabeth Sandman 319 South Broadway South Nyack, NY 10960	
1/31/19 - 2/1/19 ONE night stay Thursday 1/31/19	Hotel	Marriott Tarrytown Westchester 475 White Plains Road Tarrytown, NY 10591	\$145.25
1/31/2019	Dinner	Coopers Mill 670 Tarrytown Road Tarrytown, New York 10591	\$53.00
2/1/19 - 2/3/19 TWO night stay Friday 2/1/19 & Saturday 2/2/19	Hotel Check out Sunday 2/3/19	Hotel 48 Lex New York 517 Lexington Avenue New York, NY 10017	\$277.44
2/1/2019	Breakfast	Dunkin Donuts 137 Wildey Street Tarrytown, NY 10591	\$18.00
2/1/2019	Dinner	The Smith 956 Second Avenue New York, NY 10022	\$51.00
2/1/2019	Lunch	Sushi Thai Asian Fusion 53 N Broadway Tarrytown, NY 10591	\$27.58
2/2/2019	Lunch	Ellen's Stardust Diner 1650 Broadway New York, NY 10019	\$59.29
2/2/2019	Dinner	Ashley's Fine Foods 500 Lexington Avenue New York, NY 10017	\$40.01
2/3/2019	Lunch	Ivan Ramen 25 Clinton Street New York, NY 10002	\$57.00
2/4/2019	Lunch - Elizabeth	Capri Pizza 350 South Broadway Tarrytown, NY 10591	\$17.72
2/4/2019	Lunch - Jim	Lefteris Gyro 1 N Broadway Tarrytown, NY 10591	\$12.00
2/4/2019	Breakfast	Dunkin Donuts 137 Wildey Street Tarrytown, NY 10591	\$18.00
2/5/2019	Lunch	C Town Supermarket 114 N Broadway Tarrytown, NY 10591	\$16.33
2/5/2019	Breakfast	The Bagel Emporium 350 S Broadway Tarrytown, NY 10591	\$13.54
	Food & Hotel	SUB TOTAL CHARGES	\$806.16
	See next page	PERSONAL PROPERTY DAMAGED	\$2,922.21
Returned home after work on 2/5/19		TOTAL	\$3,728.37

Claim Infor for 319 House		Jim & Elizabeth Sandman 319 South Broadway South Nyack, NY 10960	Page 2
		NOTE: On Wednesday 1/30/19 Jim and Elizabeth were instructed by the town NOT to go back into their home due to the raw sewage in their basement. We made arrangements to remove the raw sewage from the basement using Oscars Sewer and Drain and proceeded with the clean up and disinfecting using Servpro.	



# Receipt for Courtyard by Marriott Tarrytown Westchester County, Tarrytown

Jan 31, 2019 - Feb 1, 2019

Itinerary # 7409376222539

## Booked Items

Hotel: Courtyard by Marriott Tarrytown Westchester County

475 White Plains Rd, Tarrytown, NY10591

Check-in: 1/31/2019 | Check-out: 2/1/2019, 1 room | 1 night

## Traveler Information

Elizabeth Sandman

Room 1: Room, 2 Queen Beds

## Cost Summary

Booked Date: Jan 31, 2019

Room Price	\$145.25
1 night	\$129.00
Taxes & Fees	\$16.25

Total: \$145.25

Collected by Expedia

Paid: \$145.25

[AmericanExpress 6007]

All prices quoted in USD.

Hotel Thursday night





WESTCHESTER MARRIOTT

dinner @ Coopers Mill Thurs. Receipt MIA at the moment.

Feb 1

\$53.00

Will appear on your Feb 14 statement as WESTCHESTER MARRIOTT TARRYTOWN NY

Tags

Add tag

Card

JAMES SANDMAN - 43012

Let us know what you think

Help us make Account Activity even better! Tell us what you like, and what we can improve.

Submit Feedback

Don't recognize this charge?

When you open a dispute, we'll ask you a series of questions to give us more information about how to help you.

Dispute this charge

WESTCHESTER MARRIOTT

670 WHITE PLAINS RD



**Hotel 48LEX New York**  
**517 LEXINGTON AVE**  
**NEW YORK NY 10017**

Sandman, Elizabeth  
 8148 Euclid Ave  
 Munster, IN 46321

Confirmation Number: 52026922-1  
 Room Number: 1901  
 Room Type: PRMK  
 No. of Guests: 3

TAX ID	ARRIVAL	DEPARTURE	RATE PLAN	ACCOUNT
	02/01/2019	02/03/2019	WEBOFF	78445
DATE	CODE	DESCRIPTION	COMMENT	AMOUNT (USD)
<u>02/01/2019</u>	1000	Guest Room		116.10
02/01/2019	7100	NY State Sales Tax 8.875%		10.30
02/01/2019	7110	NYC Occupancy Tax 5.875%		6.82
02/01/2019	7120	New York City Javitz Fee		4.00
02/01/2019	7130	New York State Hotel Unit Fee		1.50
02/02/2019	1000	Guest Room		116.10
02/02/2019	7100	NY State Sales Tax 8.875%		10.30
02/02/2019	7110	NYC Occupancy Tax 5.875%		6.82
02/02/2019	7120	New York City Javitz Fee		4.00
02/02/2019	7130	New York State Hotel Unit Fee		1.50
<u>02/03/2019</u>	9020	American Express *****3012	payment	(277.44)
<b>Sub-Total:</b>				232.20
<b>Total Tax:</b>				45.24
<b>Total Payments:</b>				(277.44)
<b>Total Due:</b>				0.00

TERMS /

SIGNATURE / \_\_\_\_\_

DATE / \_\_\_\_\_

hotel Friday and Saturday night  
2/1/19 2/2/19

Great Fast Friday

Welcome to Dunkin' Donuts  
Store #345229  
137 Wiley Street, Tarrytown  
1/12/2019 7:43:06 AM

**at In**  
**Order: 693**

Register: 1  
Operator: William R.  
Transaction Seq No: 2482693

\*\*\*\*\*SALE\*\*\*\*\*  
Fran Coffee Lg Orig 4.79  
Caramel Swirl  
Hot Choc Lg Original 2.99  
Bnl 2 Egg Ssg Amr TT 4.49  
Bnl 2 Egg Dblcn Amr TT 4.49  
Sub. Total: \$16.76  
Tax: \$1.24  
Total: \$19.00  
Discount Total: \$0.00  
Change \$0.00  
Amex: \$18.00

45X  
Ord Num : \*\*\*\*\*5007  
Terminal : 1  
Approval : S36580  
C : 400000025010801  
R : 0000001060  
D : 06560103A02002  
I : EB00  
: Y3  
: E02808  
D\$ 18.00

\*\*\*\*\*  
Tell us about today's visit  
at [www.tellourdunkin.com](http://www.tellourdunkin.com) within 3 days

**RECEIVE A FREE CLASSIC DONUT**  
on your next visit when you  
purchase a Medium or Larger Beverage  
Survey Code: 69301-45229-0702-0191

See restrictions on [dunkindonuts.com](http://dunkindonuts.com)  
\*\*\*\*\*  
Visit [Dunkinflation.com](http://Dunkinflation.com) for product  
offers and news. Enter Code DD2957  
\*\*\*\*\*  
Thank You Come Back Again  
Questions/Comments (646)255-3356

**Dunkin' Donuts**  
956 2nd Ave  
New York, NY 10022  
212-644-2700

23 Elizabeth  
Tbl 133/1 Csk 8667 Gst 3  
Feb01'19 09:59PM

1 Smith Burger 18.00  
1 Cavatelli 23.00  
Food 41.00  
Tax 3.64  
10:37PM Total Due 44.64

6.36  
Thank you for dining with us!  
\$18.00

dinner Friday

**Dunkin' Donuts**  
956 2nd Ave  
New York, NY 10022  
212-644-2700

Date: Feb01'19 10:38PM  
Card Type: Amex  
Acct #: XXXXXXXXXXXX3012  
Card Entry: SWIPED  
Trans Type: PURCHASE  
Trans Key: KIK008791466769  
Auth Code: 588042  
Check: 8667  
Table: 133/1  
Server: 23 Elizabeth

Subtotal: 44.64  
TIP 6.36  
TOTAL 51.00

SIGNATURE [Signature]  
Thank you for dining with us!

Customer Copy  
dinner Friday

Friday lunch

## Thanks for your order, James Sandman

### Your Invoice

---

E-mail Address: [jpsandman@gmail.com](mailto:jpsandman@gmail.com)

From: Sushi Thai Asian Fusion  
53 N Broadway  
Tarrytown, NY 10591

Order Date: 2/1 12:51 PM  
Order Require Time: ASAP  
Order #: 47265553  
Order Type: Delivery

#### Customer:

James Sandman  
41 Hudson View Way  
Tarrytown, 10591  
PH#: (219)512-4961

### Order Details

---

- 1 of 3. Yaki Udon with Beef (Lunch)(X1 \$10.00)
- 2 of 3. Lunch Combo 3 Rolls(X1 \$12.00)
- 3 of 3. Coke12 oz(X1 \$1.50)

Go to North side of building and call to be let in.

Order #: 47265553  
Order type: Delivery  
Subtotal: \$23.50  
Tax \$1.73  
Tip: \$2.35  
Delivery Charge \$0.00

Total amount due: \$27.58

Your AMEX card ending with 3012 has been charged by [Beyondmenu.com](http://Beyondmenu.com)., not by the restaurant. If you have any questions regarding your payment, please contact (630) 776-3590.

---

**Have questions about your order?**

lunch Saturday



**Ellen's Stardust Diner**

1650 Broadway  
New York, NY 10019  
212-956-5151

Saturday, February 2, 2019 2:53 PM

Server(s): Vine,  
Table: 12

Guest Name: No Guest Name

# of Guests: 2

**Check#: 1858020**

Reprint #: 1  
Order: DineIn  
Area: Dining Room

DRChicken & Waffles	\$23.50
DRMac N Cheese Burger	\$22.50
<b>Subtotal</b>	<b>\$46.00</b>
Gratuity Included	\$9.20
Sales Tax	\$4.09
Total Taxes	\$4.09
<b>Total</b>	<b>\$59.29</b>

**BALANCE DUE \$59.29**

Thank you

dinner Saturday

ASHLEY'S  
FINE FOODS  
500 LEXINGTON AVE  
NEW YORK NY 10017

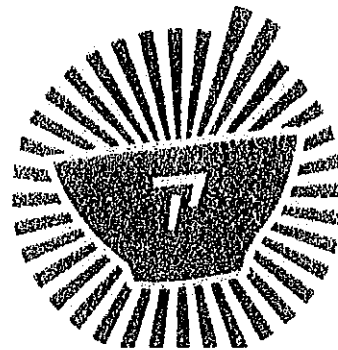
DATE	02/02/2019	SAT
2.98 TG	A \$10.99/TG	
SALAD SH FI		\$27.26
GROCERY FI		\$4.50
GROCERY FI		\$4.99
ITEMS 3.00		
TAXI AMT		\$5.26
<b>TOTAL</b>		<b>\$40.01</b>
<b>CREDIT CARD</b>		<b>\$40.01</b>
***** REPRINT *****		
NO.000160 REG02 1 EMPLOYEE		TIME 21:46

Lunch Sunday



Ivan Ramen  
25 Clinton St  
New York, NY 10002  
(646) 678-3859

Same  
↔



Ivan Ramen  
25 Clinton St  
New York, NY 10002  
(646) 678-3859

Server: Elmer D  
02/03/19 2:45 PM  
Check #60 Table 52  
Seats 3, 4

Input Type C (EMU Chip Read)  
AMERICAN EXPRESS xxxxxxxx3012  
Time 2:47 PM

Transaction Type Sale  
Authorization Approved  
Approval Code 883809  
Payment ID hFFXszUchKrY  
Application ID A000000025010801  
Application Label AMERICAN EXPRESS  
Terminal ID 179c56d17adf0af  
Merchant ID 026971986  
Card Reader HASTEK\_EDYNAMO

Amount \$47.91  
+ Tip: \$9.09  
= Total: \$57.00

X   
JAMES SANDHAN

Customer Copy

Thank you for dining with us!

Server: Elmer D  
02/03/19 2:45 PM  
Check #60 Table 52  
Seats 3, 4

Steamed Pork Buns \$10.00  
Lamb Dan Dan \$17.00  
Chicken Paitan \$17.00

Subtotal \$44.00  
Tax \$3.91  
Total \$47.91

9.09  
57.00

Thank you for dining with us!

\$57.00

Liz lunch Monday

Capri Pizza  
350 South Broadway  
Tarrytown, NY 10591  
914-631-5400

Date: Feb04'19 12:15PM  
Card Type: AMEX  
Acct #: XXXXX XXXX3012  
Card Entry: SWIPED  
Trans Type: PURCHASE  
Auth Code: 503517  
Check: 498  
Check ID: JEM  
Server: 500 QuickScr

Subtotal: 17.72

TIP

TOTAL

17.72

SIGNATURE

Guest Copy

Jim lunch Monday

Letter is Gyro  
1 No Broadway  
Tarrytown, NY 10591  
914-524-9687

02/04/2019

12:13:20

Credit Sale:

Transaction #: 2  
Card Type: AMEX  
Account: \*\*\*\*\*3012  
Entry: Chip

Amount: USD\$9.65  
TIP: USD\$2.35

Total: USD\$12.00

Ref. Number: 04439153  
Auth. Code: 820187  
Batch Number: 200  
Response: Transaction approved

Mode: Issuer  
ATD: 000000025010801  
TVR: 0000000000  
IAD: 06480103210002  
TSI: E800  
ARC: Z3  
APPLAB: AMERICAN EXPRESS

CUSTOMER COPY

Thank You!

Will last Monday

Welcome to Dunkin' Donuts  
Store #345229  
137 Wildey Street, Tarrytown  
2/4/2019 7:15:23 AM

Eat In  
Order: 942

Register: 1 Tran Seq No: 2484942  
Cashier: William R.

\*\*\*\*\*SALE\*\*\*\*\*

1 Frzn Coffee LG Orig 4.79  
CaramelSwrl  
1 Hot Choc LG Original 2.99  
1 4BrwnSgrBcn Egg Amr Cros 4.49  
Toasted  
1 BnT 2Egg Ssg Amr TT 4.49  
Sub. Total: \$16.76  
Tax: \$1.24  
Total: \$18.00  
Discount Total: \$0.00  
Change \$0.00  
Amex: \$18.00

AMEX

Card Num : \*\*\*\*\*3007

Terminal : 1

Approval : 803654

ATD : A000000025010801

TVR : 0000001000

IAD : 06480103A02002

TSI : E800

AR : Y3

TC : E028C8

USD\$ 18.00

\*\*\*\*\*

Tell us about today's visit  
at [www.telldunkin.com](http://www.telldunkin.com) within 3 days

RECEIVE A FREE CLASSIC DONUT

on your next visit when you  
purchase a Medium or Larger Beverage  
Survey Code: 94201-45229-0702-0499

Enter Validation Code:

See restrictions on [DunkinDonuts.com](http://DunkinDonuts.com)

\*\*\*\*\*

Visit [DunkinNation.com](http://DunkinNation.com) for product  
offers and news. Enter Code DD2957

\*\*\*\*\*

Thank You Come Back Again

Suggestions/Comments (646)255-3356

Lunch Tuesday



CITY Market  
114 NORTH BROADWAY  
TARRYTOWN, NY  
914-332-7400

1-227-037 (2/5/2019) 12:10:16 CARLITA  
PMM:00329778 TST:179454

GRALED BREAD	\$2.39 F
ROAST BEEF PANCIETTA	\$10.19 F
BRIOCHE ROLL	\$7.99 F
1.24 lb @ \$7.49/lb	
EGG FOODS 5.4 FLX CONTAINER	\$9.29 T1
1.24 lb @ \$7.49/lb	
EGG FOODS B.K. RND. CONTAINER	\$5.92 T1
FORMERS NEW Large Ca	\$4.49 F

Net Sales	\$40.27
Net 7.375 (613.21)	\$1.12
TOTAL SALES	\$41.39
SUB TOTAL	\$41.39

AmEx 6007	\$41.39
Balance	\$0.00

Hand No: 542929816354747  
 Term ID: 10619783  
 TYPE: Purchase  
 GENDER: MEX  
 CARD: AMERICAN EXPRESS  
 CARD NO: 37598123456789012  
 ENTRY METHOD: C  
 AMOUNT: \$41.39

\$16.33

RESULT: CO APPROVED CARD  
 DATE/TIME: FEB 05, 2019 12:10  
 SEQUENCE #: 00031  
 AUTHORITY: 883822  
 ISSUER: AMERICAN EXPRESS  
 AID: 430000002511001  
 ICR: 3500008000  
 CID: 05430103801004  
 FEI: 5300  
 AID: 3384AC2210486473

Thank you.

\$9.29  
 \$5.92  
 \$1.12  
 -----  
 \$16.33

breakfast Tuesday  
**The Bagel Emporium Of Tarrytown**

350 south broadway  
 tarrytown, NY 10591  
 (914) 333-0033

Feb 5, 2019  
 7:24 AM

<http://www.bagelemporium.com>

Authorization 543425  
 Receipt urNg AmEx 6007

EGG SANDWICH SEC	\$5.00
BAGEL WITH FLAVORED CC	\$3.09
SODA 20 OZ	\$2.25
TROPICANA 12OZ	\$2.60
Subtotal	\$12.94
SALES TAX	\$0.60
Total	\$13.54
AmEx 6007 (Swipe)	\$13.54
Elizabeth Sandman	



**Sandman- Damaged Personal Property**

<b>Damaged Personal Property</b>		
	<b>Jim &amp; Elizabeth Sandman 319 South Broadway South Nyack, NY 10960</b>	1/30/2019
\$ 567.00	Dive gear BCD	
\$ 495.00	Dive gear regulator	
\$ 157.00	Dive gear Octo	
\$ 440.00	Dive gear 3-gauge computer console	
\$ 160.00	Dive gear gear bag	
\$ 70.00	Dive gear fins	
\$ 60.00	Dive gear boots	
\$ 70.00	Dive gear Gloves	
\$ 169.95	Dive gear 5mm full wetsuit	
\$ 96.98	Dive gear mask with -5.0 lenses	
\$ 10.00	Dive gear mask strap	
\$ 55.00	Dive gear snorkle	
\$ 29.95	Dive gear retractable	
\$ 5.95	Dive gear bulb octo holder	
\$ 129.00	Dewalt 20v max hammer drill	
\$ 22.98	Washing machine supply hoses	
\$ 11.98	Washing machine discharge hose	
\$ 33.71	32 Gal wheeled outdoor trash can	
\$ 15.00	Car seat angle adjuster	
\$ 15.00	Car seat rear facing attachment	
\$ 15.00	Hangers	
\$ 66.89	Fake grass mat	
\$ 2,696.39	Subtotal	
\$ 225.82	8.375%	Nyack tax
\$ 2,922.21	<b>TOTAL</b>	
	Items damaged from town raw sewer pipe that backed up into the basement.	

**TOWN OF ORANGETOWN**  
**2019 FEB 29 A 10:15**  
**TOWN CLERK'S OFFICE**

## Victoria Conte

---

**From:** Jim Sandman  
**Sent:** Monday, February 11, 2019 4:53 PM  
**To:** Victoria Conte  
**Cc:** Elizabeth Sandman  
**Subject:** RE: Claim  
**Attachments:** Replacement Costs.xlsx

Victoria,

Here is the list of items from the bags that are replaceable.

Unfortunately the box that was in it contained many irreplaceable keepsakes like our daughters hand print art from her first years, cards, ticket stubs, playbills, marked up maps for vacation plans, etc.

I believe Liz already sent the expenses from while we were displaced, but if not let us know and we'll send that as well.

Please let us know if anything else is needed.

**From:** Victoria Conte  
**Sent:** Friday, February 08, 2019 4:44 PM  
**To:** Elizabeth Sandman <Elizabeth.Sandman@tzc-llc.com>; Jim Sandman <Jim.Sandman@tzc-llc.com>  
**Subject:** Claim

HI

if possible, you can go thru the items in the bags and let me know what needs to be replaced, besides the diving suits and equipment?

We need to submit the claim by next week.

Thank you  
Victoria

Victoria Conte  
Office Manager  
Tappan Zee Constructors, LLC

[victoria.conte@tzc-llc.com](mailto:victoria.conte@tzc-llc.com)  
O + 1.914.789.3200  
M + 1.914.844.8530  
555 White Plains Road, Suite 400, Tarrytown, NY 10591  
<http://www.tappanzeeconstructors.com>



Please visit our equipment sales website at [www.tappanzeesales.com](http://www.tappanzeesales.com)

Mackey Hotel

DATE	HOTEL	LOCATIONS	DOLLAR AMOUNT
2/1/2019		Robert and Kim Mackey 317 South Broadway South Nyack, New York 10960	
1/31/19 ONE night Hotel stay	Hotel	The Time Nyack 400 High Avenue Nyack, New York 10960	\$121.37
1/31/19 ONE night stay	Boarding for Dog	PetSmart 369 Tarrytown Road Greenburgh, New York 10607	\$56.90
		<b>TOTAL</b>	<b>\$178.27</b>
		Robert & Kim Mackey were instructed by the Town NOT to go home, during Day One of the Broken Sewage Pipe. They spent ONE night in a hotel and needed to board their dog for the ONE day/night.	

# THE TIME<sup>®</sup>

NEW YORK

Mackey Jr, MR Robert J  
555 White Plains Rd Ste 400  
Tarrytown, NY 10591

Confirmation Number: 71748739-1  
Room Number: 328  
Room Type: DDL  
No. of Guests: 3

TAX ID	ARRIVAL	DEPARTURE	RATE PLAN	ACCOUNT
	01/31/2019	02/01/2019	DLYBL1	66601
DATE	CODE	DESCRIPTION	COMMENT	AMOUNT (USD)
01/31/2019	1000	Room Charge		100.00
01/31/2019	1040	OCCUPANCY TAX		3.00
01/31/2019	1030	NYS SALES TAX 8.375%		8.38
01/31/2019	1009	Facilities Fee		9.99
02/01/2019	9004	VISA CARD *****2971		(121.37)
Sub-Total:				109.99
Total Tax:				11.38
Total Payments:				(121.37)
Total Due:				0.00

TERMS /

SIGNATURE / \_\_\_\_\_

DATE / \_\_\_\_\_

**Victoria Conte**

---

**From:** Robert.Mackey  
**Sent:** Tuesday, February 05, 2019 8:42 PM  
**o:** Victoria Conte  
**Subject:** FW: Your bill from Time Nyack for your stay 71748739-1 on 01/31/2019  
**Attachments:** BZFOLI.pdf

Victoria,

Attached is our receipt for the night we were displaced from 317 S Broadway.

Thank you

Robert Mackey  
Finance Manager  
Tappan Zee Constructors, LLC

Robert.mackey@tzc-llc.com  
O 914.789.3358  
M 914.407-5681  
555 White Plains Road, Suite 400, Tarrytown, NY 10591 [www.tappanzeestructors.com](http://www.tappanzeestructors.com)

Hotel  
\$ 121.37

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

**From:** nyackinfo@thetimehotels.com [mailto:nyackinfo@thetimehotels.com]  
**Sent:** Friday, February 1, 2019 7:18 AM  
**To:** Robert.Mackey <Robert.Mackey@tzc-llc.com>  
**Subject:** Your bill from Time Nyack for your stay 71748739-1 on 01/31/2019

----- The information transmitted is intended only for the person or entity to which it is addressed and may contain proprietary, business-confidential and/or privileged material. If you are not the intended recipient of this message you are hereby notified that any use, review, retransmission, dissemination, distribution, reproduction or any action taken in reliance upon this message is prohibited. If you received this in error, please contact the sender and delete the material from any computer. Any views expressed in this message are those of the individual sender and may not necessarily reflect the views of the company. -----

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**Robert.Mackey**

---

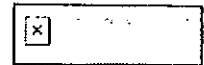
**From:** Kimberly Mackey <kimbiemack@gmail.com>  
**Sent:** Thursday, February 14, 2019 10:40 AM  
**To:** Robert.Mackey  
**Subject:** Fwd: Here's your receipt.

Sent from my iPhone

Begin forwarded message:

**From:** PetSmart <PetSmart@emails.petsmart.com>  
**Date:** February 1, 2019 at 4:53:23 PM EST  
**To:** kimbiemack@gmail.com  
**Subject:** Here's your receipt.  
**Reply-To:** PetSmart <reply@emails.petsmart.com>

Mackey  
Dog Boarding  
1 Night  
1 Day  
1C  
\$56.90



hi Kimberly | 0 pls.

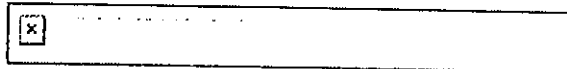
## your eReceipt

Thanks for shopping at:  
PetSmart #2353  
369 Tarrytown Road, Greenburgh, NY 10607-1423  
914-461-2306

## sale details

SALE T-8113 C-104104 2353/104  
Community Cashier #495186  
02/01/2019 04:52 PM

Receipt Valid Through 04/02/2019



# item(s) purchased

**ATRIUM MEDIUM STANDAR**

\$35.00

Item #0040051211081

Reg Price

\$ 35.00

Return Price

\$35.00 each

**CAMP FULL DAY**

\$18.00

Item #0040050595721

Reg Price

\$ 18.00

Return Price

\$18.00 each

~~NAILGRNDPSH~~

~~\$13.00~~

~~Item #0040051478621~~

~~Reg Price~~

~~\$ 13.00~~

~~Return Price~~

~~\$13.00 each~~

*ve*

*Remove charge*

*ve*

# purchase summary

Subtotal

~~\$66.00~~

Taxable Amount

\$66.00

Non-Taxable Amount

\$0.00

TAX 7.375%

~~\$ 4.87~~

**Total**

~~\$70.87~~

DISCOVER (EMV) ending in - 7533

~~\$70.87~~

00159B

\$53.00  
\$3.90  
\$56.90

Chip Read

AID: a0000001523010

Change Due

\$ 0.00

Total Item(s) Sold 3 | Total Item(s) Returned 0

RECEIVED

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

APR 29 2019

PERMIT # 19-SP-13

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

EVENT NAME: TAPPAN MEMORIAL DAY PARADE

RECEIVED  
MAY 2 2019  
Orangetown Police Department

APPLICANT NAME: CARL A SCHELIN POST # 1271

ADDRESS: PO BOX 105, TAPPAN NY

PHONE #: 359-1890 CELL # 642-0144 FAX #

CHECK ONE: PARADE  RACE/RUN/WALK  OTHER

The above event will be held on MAY 27 from 10AM to 1 PM RAIN DATE: X

Location of event: WESTERN Hgwy; Old TAPPAN RD TO MASONIC PARK TAPPAN REFORMED Ch.

Sponsored by: CARL A. Schelin Post Telephone #: 359-1890

Address: PO Box 105 TAPPAN NY.

Estimated # of persons participating in event: 400 vehicles 20

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

RICHARD FARRY, PO Box 45, TAPPAN NY

Signature of Applicant: Richard Farry Date: 4/29/18

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Letter of Request to Town Board requesting aid for event - Received On: 4.29.19

Certificate of Insurance - Received On: 4.29.19

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit:  N - Received On: 4.29.19

Rockland County Highway Dept. Permit:  N - Received On: in process

NYS DOT Permit:  N - Received On: X

Route/Map/Parking Plan:  N - Received On: 4.29.19

RFS #: 44520 BARRICADES:  N CONES:  N TRASH BARRELS:  N OTHER: (2) Message Boards

APPROVED: [Signature] DATE: 4.30.19  
Superintendent of Highways

RECEIVED

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

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

Port-o-Sans:  N Other: X

APPROVED: [Signature] DATE: 5/1/19  
Superintendent of Parks & Recreation

RECEIVED  
MAY - 3 2019  
TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

FOR POLICE DEPARTMENT USE ONLY:

Police Detail:  N: 2 Auxiliary Officers Items:

APPROVED: [Signature] DATE: 5/2/19  
Chief of Police

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



**JAMES J. DEAN**  
Superintendent of Highways  
Roadmaster II

Orangetown Representative:  
R.C. Soil and Water Conservation Dist -Chairman  
Stormwater Consortium of Rockland County  
Rockland County Water Quality Committee

RECEIVED

APR 29 2019



**HIGHWAY DEPARTMENT**  
**TOWN OF ORANGETOWN**  
119 Route 303 • Orangeburg, NY 10962  
(845) 359-6500 • Fax (845) 359-6062  
E-Mail – [highwaydept@orangetown.com](mailto:highwaydept@orangetown.com)

**Affiliations:**  
American Public Works Association NY Metro Chapter  
NYS Association of Town Superintendents of Highways  
Hwy. Superintendents' Association of Rockland County

Permit # 19.SP.13

**TOWN OF ORANGETOWN**  
**HIGHWAY DEPARTMENT** **ROAD CLOSING PERMIT APPLICATION**  
**Section 139 Highway Law**

NAME Carl A Schelin AMERICAN LEGION  
Vol. Fire Assoc TAPPAN DATE 4/29/19

COMPANY AMERICAN LEGION

ADDRESS PO Box 105, TAPPAN NY 10983

TELEPHONE 845-359-1890

**(INCLUDE 24 HOUR EMERGENCY NUMBERS)**

ABOVE MENTIONED PARTY REQUESTS PERMISSION TO CLOSE:

Western Hwy + Old TAPPAN Rd  
(Address number and name of road)

From MASONIC PARK TO TAPPAN REFORMED CHURCH  
(Intersecting streets and/or description of exact location)

REASON FOR CLOSING MEMORIAL DAY PARADE

DATE OF CLOSING MAY 27, 2018 RAIN DATE —

TIME ROAD WILL BE CLOSED 10:00 TO 1:00 —

WILL ROAD BE OPEN TO LOCAL TRAFFIC? NO

WILL ROAD BE OPEN TO EMERGENCY VEHICLES? YES

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

PRELIMINARY APPROVAL [Signature] 4.30.19 DATE

JAMES J. DEAN  
SUPERINTENDENT OF HIGHWAYS

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

8-13-02bjd

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



CLEAN STREETS = CLEAN STREAMS

TAPPAN POST No. 1271

American Legion

TAPPAN, NEW YORK 10988

RECEIVED

APR 29 2019



Chartered May 1945

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

April 29, 2019

Honorable Chris Day  
Supervisor, Town of Orangetown

On May 27, 2019 the American Legion, Carl A. Schelin Post #1271, Tappan in conjunction with the Volunteer Fire Association of Tappan will hold its annual Memorial Day Parade.

We request the use of 10 barriers to be used for traffic control. It is also requested 2 Auxiliary Police Officers be assigned from 10 AM till 2 PM to assist in traffic control. *- HWY*

*OPD* It is also requested that 2 solar powered mobile signs be utilized to announce the Parade and Services to follow. One sign to be placed at the Tappan Firehouse on Western Highway and the second to be located at the Tappan Green across from the Tappan Reformed Church. May 20, 2019 to May 28, 2019. *- HWY*

Thank You for your assistance in these matters.

Richard Farry  
Parade Chairman

Richard Farry  
845-359-1890



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/18/19

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

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

PRODUCER  
 IUBBINETTE-COWELL ASSOC INC **RECEIVED**  
 003 Park Blvd, #3  
 Massapequa Park, NY 11762-2777  
**APR 29 2019**

CONTACT NAME:	
PHONE (A/C, No, Ext): (516)795-1330	FAX (A/C, No): (516)795-5101
E-MAIL ADDRESS: info@hubbinette-cowell.com	
INSURER(S) AFFORDING COVERAGE	
INSURER A: AMERICAN ALTERNATIVE INS. CORP.	NAIC #: 19720
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED  
 TAPPAN FIRE DISTRICT  
 P.O. BOX 525  
 TAPPAN, NY 10983  
**TOWN OF ORANGETOWN  
 HIGHWAY DEPARTMENT**

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

SR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	VFISTR2070488-00	08/15/18	06/15/19	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000.00 MED EXP (Any one person) \$ 10,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 10,000,000.00 PRODUCTS - COMP/OP AGG \$ 10,000,000.00
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		Y	VFISTR2070488-00	06/15/18	06/15/19	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$		Y	VFISTR2070488-00	06/15/18	06/15/19	EACH OCCURRENCE \$ 3,000,000.00 AGGREGATE \$ 6,000,000.00
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE      OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

PROOF OF INSURANCE FOR MEMORIAL DAY PARADE TO BE HELD ON MAY 27, 2019. CERTIFICATE HOLDER AND THE AMERICAN LEGION POST 1271 ARE NAMED AS ADDITIONAL INSURED AS PER FORM #VGL101.

**CERTIFICATE HOLDER**  
 TOWN OF ORANGETOWN  
 HIGHWAY DEPARTMENT  
 ROUTE 303  
 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  
*Paul A. Cowell*

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RECEIVED

MAY 13 2019

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

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

PERMIT # 19-5703

Solar Rocklows Walk

APPLICANT NAME: JACKIE Doyle - The Rocklows Committee - Solar Rocklows

ADDRESS: 712 Highview Ave., Nanuet, NY 10954

PHONE #: 917-476 3205 CELL # \_\_\_\_\_ FAX # \_\_\_\_\_

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

The above event will be held on June 1 from 4:30 to 7am RAIN DATE: None

Location of event: ORA 160 Old Orangeburg Road / ORA 175 Old Orangeburg Road

Sponsored by: None Telephone #: \_\_\_\_\_

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

Estimated # of persons participating in event: 200-400 vehicles \_\_\_\_\_

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

Stephanie Garvey, Jackie Doyle, Ann Gargan, Annmarie Perry, Karen Henshaw  
917-545-8835 917-476 3205

Signature of Applicant: [Signature] Date: 5/13/19

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Letter of Request to Town Board requesting aid for event - Received On: 5.13.19

Certificate of Insurance - Received On: 5.14.19

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit: Y  N  Received On: \_\_\_\_\_

Rochland County Highway Dept. Permit: Y  N  Received On: \_\_\_\_\_

NYS DOT Permit: Y  N  Received On: \_\_\_\_\_

Route/Map/Parking Plan: Y  N  Received On: \_\_\_\_\_

RFS #: 43822 BARRICADES: Y  N  CONES: Y  N  TRASH BARRELS: Y  N  OTHER: \_\_\_\_\_

APPROVED: [Signature] DATE: 5.14.19  
Superintendent of Highways

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

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

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

APPROVED: [Signature] DATE: 5/15/19  
Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

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

APPROVED: [Signature] #222 DATE: 5/20/19  
Chief of Police

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

Workshop Agenda Date: 5.21.19 Approved On: \_\_\_\_\_ TBR #: \_\_\_\_\_

RECEIVED

MAY 21 2019

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENT

MAY 14 2019

TOWN OF ORANGETOWN  
HIGHWAY DEPARTMENTJackie Doyle  
Rockland Solace Committee  
Solace House  
jackiedoyle@gmail.com

19-SP-03

By Email 5/13/2018

Town Council  
26 W. Orangeburg Road  
Orangeburg, NY 10962Re: Approval request for Solace Sunrise Walk- June 1st

Dear Town Council:

I am writing on behalf of the Rockland Committee of Solace House to obtain approval to host a 5K suicide awareness walk on behalf of Solace House. Solace House is a suicide prevention center, which provides confidential and therapeutic, free services to those who are experiencing suicidal thoughts, depression, anxiety, bereavement by suicide and for those who engage in self harming behaviors. The major foundation stone of this prevention center is a phenomenon known as the Solace Sunrise Walk. This 5-kilometer walk begins while it is still dark and is the start of a symbolic journey that reflects the path that many people travel on a personal level - going from darkness into light with the help and support of Solace House. In 2018, Solace had 11 venues across the U.S. and Canada. We would like to bring this walk to Rockland County.

**5K Solace Walk Details:**

1. The walk will commence at 5:00 am at the GAA grounds located at 160 Old Orangeburg Road, Orangeburg, New York, 10962, on Saturday, June 1st, 2019. From the GAA grounds we will walk onto Old Orangeburg Road, from there to OMM fields, located at 175 Old Orangeburg Road, we will walk three laps of OMM path and then return to the GAA facility following the same route we came entering the GAA on 3<sup>rd</sup> Avenue. Please find the precise route attached.
2. Prior online registration and same day registration will be available.
3. We will provide water and bagels post-walk to participants which will be donated from local merchants.

**Permissions:**

1. We have permission from Michael Healy GAA to lend us the space to host the walk on Saturday, June 1st, 2019.

2. We have permission from Kerry Beckman of OMM to lend us the space to host the walk on Saturday, June 1st, 2019.
3. We have been in touch with Captain Brown from the Orangetown Police Department who has agreed to police presence on the day. 70PD
4. We have obtained a permit from Scott Wheatley of Rockland County Highway Department. Please note we do not intend to close any roads on the day.
5. We have include a certificate of Insurance
6. Town of Orangetown Special Use Permit.

**Varios Departmet Requests**

Starting at 5pm we will need police detail

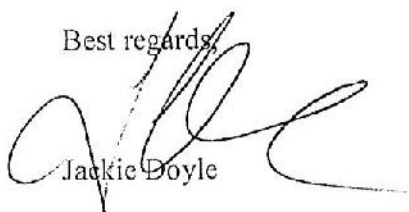
We will be using barricade cones from the highway department -HWJ

Please let us know if there is anything else we need to provide and the next steps necessary to make sure this walk is compliant with the town's requirements.

---

Thank you for your consideration for this worthy cause.

Best regards,

  
Jackie Doyle

Secretary  
On behalf of the Rockland Solace Committee

Enclosures: Town of Orangetown Special Use Permit  
Walk Route Map



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/04/2019

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

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

<b>PRODUCER</b> American Specialty Insurance & Risk Services, Inc. dba A S Insurance & Risk Services Agency 7609 W. Jefferson Blvd., Suite 100 Fort Wayne IN 46804		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 260-969-5203 FAX (A/C, No): 260-969-4729 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #	
<b>INSURED</b> Solace House Inc 1040 Jackson Avenue Long Island City TOWN OF ORANGETOWN HIGHWAY DEPARTMENT NY 11101		INSURER A: Arch Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: 1001632822

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.

INSTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		SBCGL0948500	05/27/2019	06/07/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 5,000,000
							PRODUCTS - COMP/OP AGG	\$ 5,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

- The Certificate Holder is only an Additional Insured with respect to liability caused by the negligence of the Named Insured as per endorsement no. 01 Additional Insured - Negligence, but only with respect to SOLACE SUNRISE WALK on June 01, 2019.

**CERTIFICATE HOLDER**

The Town of Orangetown  
 26 Old 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

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Map

Satellite

Bobby Sands Way

3rd Ave

Plaza Dr

Old Orangeburg Rd

1st Ave

Betha Thoma

**Rockland GAA**  
160 Old Orangeburg Rd  
Orangeburg, NY 10962  
[View on Google Maps](#)

Rockland GAA

South Orangetown  
Little League (SOLL)

World Class FC

Cook Chill  
Production Center

Orangetown Historical  
Museum and Archives

Map data ©2019 Google Terms of Use Report a map error

19-SP-05



**SUPPLEMENTAL AGREEMENT NO 1 to D034831**

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at  
50 Wolf Road, Albany, New York, 12232, on behalf of New York State ("State");

And

**Town of Orangetown** (the Municipality/Sponsor)  
Acting by and through the **Town Supervisor**  
With its office at 26 Orangeburg Road, Orangeburg, NY 10962

This amends the existing Agreement between the parties in the following respects only:

- X Amends a previously adopted Schedule A by:
    - amending a project description
    - amending the contract end date
    - X amending the scheduled funding by:
      - X adding additional funding:
        - X adding construction phase which covers eligible costs incurred on/after \_\_\_\_\_
        - adding 1,2,3 phase which covers eligible costs incurred on/after xxxxxx
      - increasing funding for a project phases(s)
      - adding a pin extension
      - change from Non-Marchiselli to Marchiselli
      - X deleting/reducing a project phase – right-of-way
      - other (xxxxx)
- 
- Amends a previously adopted Schedule "B"
- 
- Amends a previously adopted agreement by adding Appendix 2-S – Iran Divestment Act
- 
- Amends the Text of the Agreement as follows:

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by its duly authorized officials as of the date first above written.

**Approved for the Municipality/Sponsor**

**Municipality/Sponsor Attorney:**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019 before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn did depose and say that he/she resides at \_\_\_\_\_; that he/she is the \_\_\_\_\_ of the Municipal/Sponsor Corporation described in and which executed the above instrument; that it was executed by order of the \_\_\_\_\_ of said Municipal/Sponsor Corporation pursuant to a resolution or other authorization which was duly adopted on \_\_\_\_\_ and which a certified copy is attached and made a part hereof, and that he/she signed his/her name thereto by like order.

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

By: \_\_\_\_\_  
For Commissioner of Transportation

APPROVED AS TO FORM:  
STATE OF NEW YORK ATTORNEY GENERAL

Agency Certification: In addition to the Acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this Contract.

By: \_\_\_\_\_  
Assistant Attorney General

COMPTROLLER'S APPROVAL:

By: \_\_\_\_\_  
For the New York State Comptroller  
Pursuant to State Finance Law § 112

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements  
 NYSDOT/ State-Local Agreement - Schedule A for PIN 8780.54**

<b>OSC Municipal Contract #:</b> D034831	<b>Contract Start Date:</b> 12/5/2014 (mm/dd/yyyy)	<b>Contract End Date:</b> 12/30/2020 (mm/dd/yyyy) <input checked="" type="checkbox"/> Check, if date changed from the last Schedule A
---	--	--

**Purpose:**  Original Standard Agreement  Supplemental Schedule A No. 1

**Agreement Type:**  Locally Administered Municipality/Sponsor (Contract Payee): Town of Orangetown  
 State Administered Other Municipality/Sponsor (if applicable):

State Administered *List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.*

<input type="checkbox"/> Municipality:	% of Cost share
<input type="checkbox"/> Municipality:	% of Cost share
<input type="checkbox"/> Municipality:	% of Cost share

**Authorized Project Phase(s) to which this Schedule applies:**  PE/Design  ROW Incidentals  
 ROW Acquisition  Construction/CI/CS

**Work Type:** BIKE/PED./FACILITIES **County (if different from Municipality):** Rockland County

**Marchiselli Eligible**  Yes  No *(Check, if Project Description has changed from last Schedule A):*

**Project Description:** North Middletown Road Pedestrian Link to Pearl River Business District, Town of Orangetown, Rockland County

**Marchiselli Allocations Approved FOR ALL PHASES** *All totals will calculate automatically.*

<i>Check box to indicate change from last Schedule A</i>	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
<input type="checkbox"/>	Cumulative total for all prior SFYs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<input type="checkbox"/>	Current SFY	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Authorized Allocations to Date</b>		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

**A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES** *For each PIN Fiscal Share below, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.*

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding	Total Costs	FEDERAL Participating Share	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>TOTAL CURRENT COSTS:</b>			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

**NYS DOT/State-Local Agreement – Schedule A**

**B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES** For each PIN Fiscal Share, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
8780.54.121	Current	TEP	\$290,000.00	\$217,000.00	\$0.00	\$73,000.00
	Old	TEP	\$ 0.00	\$217,000.00	\$0.00	\$73,000.00
8780.54.221	Current	TEP	\$20,000.00	\$15,000.00	\$0.00	\$5,000.00
	Old	TEP	\$ 0.00	\$219,000.00	\$0.00	\$73,000.00
8780.54.321	Current	TEP	\$2,223,145.00	\$1,667,859.00	\$0.00	\$555,286.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL CURRENT COSTS:</b>			\$2,533,145.00	\$1,899,859.00	\$ 0.00	\$633,286.00

<b>C. Local Deposit(s) from Section A:</b>	\$ 0.00
<b>Additional Local Deposit(s)</b>	\$
<b>Total Local Deposit(s)</b>	\$ 0.00

**D. Total Project Costs** All totals will calculate automatically.

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$1,899,859.00	\$ 0.00	\$ 0.00	\$633,286.00	\$2,533,145.00

<b>E. Point of Contact for Questions Regarding this Schedule A (Must be completed)</b>	Name: <u>Marshall Gioia</u> Phone No: <u>845-431-5804</u>
--	--

See Agreement (or Supplemental Agreement Cover) for required contract signatures.



**JAMES J. DEAN**  
Superintendent of Highways  
Roadmaster II

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



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

# Memorandum

DATE: May 15, 2019  
TO: Town Board  
FROM: James J. Dean, Superintendent of Highways  
RE: Surplus Equipment

\*\*\*\*\*

## Approve for Surplus/Highway Department

RESOLVED, that upon the recommendation of the Superintendent of Highways, approve for surplus the following equipment:

#TD-5-2004 Peterson Dump Trailer – VIN #1P9T0182441314202

Kj



**JAMES J. DEAN**  
Superintendent of Highways  
Roadmaster II

Orangetown Representative  
R.C. Soil & Water Conservation Dist.-Chairman  
Member:

American Public Works Association NY Metro Chapter  
NYS Association of Town Superintendents of Highways  
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**HIGHWAY DEPARTMENT**  
**TOWN OF ORANGETOWN**  
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E-mail - highwaydept@orangetown.com

## Interoffice Memo

**Date:** 05/16/19  
**To:** Town Board  
**From:** James J. Dean, Superintendent of Highways  
**RE:** Approve RFP – Road Pavement Monitoring & Assessment

---

Please be advised that it is my recommendation that the RFP for Road Pavement Monitoring & Assessment, be awarded to RoadBotics, Pittsburgh, PA the lowest qualified proposer, in the amount of \$7,000, to be charged to Account D.5110.457.04

For your information, this RFP was advertised through Hudson Valley Municipal Purchasing Group and three (3) proposals were received.

kj



# ORANGETOWN HIGHWAY DEPARTMENT REQUEST FOR PROPOSALS

## ROAD PAVEMENT MONITORING AND ASSESSMENT

MAY 2019

Company Name	Street Scan	Road Botics	Dynatest
Road Pavement Per Mile Cost	No. Mapping Units: \$180.00/MILE	50 Miles Min: \$100.00/MILE	70 Miles Minimum
Analyze and Collect Data on 70 Centerline Miles	\$13,500.00	First 12 Months Free. \$1,400.00/Per Year	\$19,986.00
Optional Online Road Condition Mapping Software	\$630.00		\$300.00
5 Year Contract for Annual Road Monitoring and Assessment with 5 Year Access to Road Condition Mapping Software	\$70,650.00	\$78,000.00	\$99,980.00





## Application for Showmobile Use

### Showmobile Requirements

---

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

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

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

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

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

**Additional Requirements:**

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

**Upload Certificate of Insurance \*** Halloweeninsurance2019ACORD Form 20190320-142148.pdf

17.18KB

# Showmobile Application

## Event Information

**Event/Festival Name \*** Nyack Halloween Parade

**Event Location Name \*** Main Street Municipal Parking Lot at Riverspace

**Event Address \***

Street Address  
Main Street Municipal parking lot  
Address Line 2

City  
Nyack

State / Province / Region  
NY

Postal / Zip Code  
10901

Country  
Rockland

**Setup Date & Time \*** 10/26/2019  
12:00:00 PM

**Take-Down Date & Time \*** 10/26/2019  
09:00:00 PM

**Stair Arrangement \***

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

**Set-up Info \***

Please describe in detail what the stage will be used for and how you intend to set it up:  
Village of Nyack Municipal Parking Lot at Riverspace Theater, Main Street and Franklin, Bordered by Artopee Way to be positioned on the west side of the lot facing Riverspace.  
Music Venue

## Applicant Information

**Applicant's Name \*** Pamela Moskowitz

**Organization Name \*** Nyack Chamber of Commerce

**Organization Address \*** 22 airmount ave Apt 16

**Organization City \*** Ramsey

**Organization State \*** New Jersey

**Phone (w) \*** 8454943408

**Phone (c) \*** 8454943408

**Email \*** Pam@nyackchamber.org

Signature \*

*Pamela Moskowitz*

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

\*

I accept the terms and conditions



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/20/2019

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

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<b>PRODUCER</b> Capitol Risk Management Services 55 Old Turnpike Road Suite 110 Nanuet NY 10954		<b>CONTACT NAME:</b> Lori Dorfman <b>PHONE (A/C, No, Ext):</b> (845) 627-7111 <b>E-MAIL ADDRESS:</b> dorfman@capitolrisk.com <b>FAX (A/C, No):</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Great American Ins Co. of NY	<b>NAIC #</b> 22136
<b>INSURED</b>		<b>INSURER B:</b>	
Nyack Chamber of Commerce P.O. Box 677 Nyack NY 10960		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: CL1932024496

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"/> <b>COMMERCIAL GENERAL LIABILITY</b>			PAC0006681-11	10/21/2018	10/21/2019	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000	
	OTHER:						GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$	
							\$	\$	
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	\$	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE	\$	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> CLAIMS-MADE					\$	\$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE	OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N					E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> N/A					E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	

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

RE: Halloween Parade 10/26/19 Rain date October 27, 2019.

**CERTIFICATE HOLDER****CANCELLATION**

Town of Orangetown 26 Orangeburg Road Orangeburg NY 10962	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## Application for Showmobile Use

### Showmobile Requirements

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

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

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

**Upload Certificate of Insurance** Certificate\_of\_Insurance248218.PDF 210.14KB  
Insurance \*

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

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

**Additional Requirements:**

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

# Showmobile Application

## Event Information

**Event/Festival Name \*** ROCKLAND BERGEN MUSIC FESTIVAL

**Event Location Name \*** GERMAN MASONIC PARK

**Event Address \***

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

**Setup Date & Time \*** 6/21/2019  
12:00:00 PM

**Take-Down Date & Time \*** 6/24/2019  
09:00:00 AM

**Stair Arrangement \***

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

**Set-up Info \*** Please describe in detail what the stage will be used for and how you intend to set it up. If you have a rain date, please list it here so long as all the information above is the same.  
THE TOWN STAGE WILL BE USED AS THE "MR.LOU/STEFAN'S TURNING POINT STAGE" SPONSORED BY CANNATARO PARK AVENUE FINANCIAL

## Applicant Information

**Applicant's Name \*** JOSEPH D'URSO

**Organization Name \*** ROCKLAND BERGEN MUSIC FESTIVAL

**Organization Address \*** PO BOX 815

**Organization City \*** PEARL RIVER

**Organization State \*** NEW YORK

**Phone (w) \*** 845-721-0962

**Phone (c) \*** SAME

**Email \*** JDCARAVAN@GMAIL.COM

**Signature \***



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

\*

I accept the terms and conditions



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/25/2019

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).

<b>PRODUCER</b> HCC Specialty 401 Edgewater Place, Suite 400 Wakefield, MA 01880	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: _____	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Rockland Bergen Music Festival, Inc. 100 Pascack Rd. Park Ridge, NJ 07656	<b>INSURER A:</b> U.S. Specialty Insurance Company	29599
	<b>INSURER B:</b> United States Fire Insurance Company	21113
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

### COVERAGES

### CERTIFICATE NUMBER:

### REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b>	X		SEL333131715	04/03/2019	06/27/2019	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
B	<input checked="" type="checkbox"/> Host Liquor			US1105848	04/03/2019	06/27/2019	PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> Medical Expense						GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> OCCUR							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATU-TORY LIMITS	OTH - ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Certificate Holder is added as Additional Insured with respects to our Insured's operations only.  
This insurance is primary and non-contributory as required by written contract.  
This coverage is with respect to Rockland Bergen Music Festival event to be held 06/21/2019 - 06/24/2019 at German Masonic Park Tappan NY.

### CERTIFICATE HOLDER

Town of Orangetown  
26 W Orangeburg Rd  
Orangeburg, NY 10962

### CANCELLATION

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

AUTHORIZED REPRESENTATIVE



May 13, 2019

Dear Supervisor Day,

Thank you for the opportunity to work as the Curator at the Orangetown Historical Museum & Archives since 2018. It has been a rewarding experience. As much as I would love to stay at the Orangetown Museum, I have accepted a full-time job as a Court Assistant for Rockland County Courts. I would like to thank everyone at the Orangetown Museum for providing an amazing work experience. My last day will be May 29, 2019.

Again thank you for this opportunity,

  
Colleen Moriarty

Town of Orangetown - budget adjustments  
12/31/2018

ACCOUNT NO	ACCOUNT DESCRIPTION	2018 ADJUSTED BUDGET	Entry to increase (decrease) previously adjusted budgeted number	12/31/18 Adjusted Budget
<b>GENERAL</b>				
<b>FUND</b>	<b>EXPENSE</b>			
A.1010.440.01	TOWN BOARD.OFFICE SUPPLIES & PRINT	75	696	771
A.1010.457	TOWN BOARD.CONTRACTS W/OUTSIDE VENDORS	150	(150)	-
A.1010.480	TOWN BOARD.TRAVEL EXPENSES	200	(200)	-
A.1110.011	TOWN JUSTICE.PERMANENT STAFF	160,505	3,249	163,754
A.1110.012	TOWN JUSTICE.TIME & ONE HALF	3,500	1,808	5,308
A.1110.013	TOWN JUSTICE.SEASONAL & PART TIME	18,500	(4,303)	14,197
A.1110.015	TOWN JUSTICE.APPOINTED OFFICIALS	134,469	5,775	140,244
A.1110.440.01	TOWN JUSTICE.OFFICE SUPPLIES & PRINT	7,000	(424)	6,576
A.1110.441	TOWN JUSTICE.SCHOOLS & CONFERENCES	300	(195)	105
A.1110.442	TOWN JUSTICE.POSTAGE	4,800	97	4,897
A.1110.443	TOWN JUSTICE.MAINTENANCE AGREEMENTS	1,600	(1,420)	180
A.1110.444	TOWN JUSTICE.RENTAL OF EQUIPMENT	1,700	407	2,107
A.1110.445	TOWN JUSTICE.BOOKS AND PUBLICATIONS	700	(534)	166
A.1110.456	TOWN JUSTICE.COPIES OF TESTIMONY	23,500	(6,274)	17,226
A.1110.457	TOWN JUSTICE.CONTRACTS W/OUTSIDE VENDORS	3,100	(1,998)	1,102
A.1110.471	TOWN JUSTICE.TELEPHONE	-	821	821
A.1110.480	TOWN JUSTICE.TRAVEL EXPENSES	50	(50)	-
A.1220.011	SUPERVISOR.PERMANENT STAFF	87,770	6,493	94,263
A.1220.012	SUPERVISOR.TIME & ONE HALF	-	1,660	1,660
A.1220.013	SUPERVISOR.SEASONAL & PART TIME	-	10,643	10,643
A.1220.015	SUPERVISOR.APPOINTED OFFICIALS	70,000	25,981	95,981
A.1220.100	SUPERVISOR.ELECTED OFFICIALS	109,503	9,500	119,003
A.1220.440.01	SUPERVISOR.OFFICE SUPPLIES & PRINT	1,500	2,503	4,003
A.1220.441	SUPERVISOR.SCHOOLS & CONFERENCES	500	340	840
A.1220.442	SUPERVISOR.POSTAGE	-	1,955	1,955
A.1220.443	SUPERVISOR.MAINTENANCE AGREEMENTS	-	5,554	5,554
A.1220.445	SUPERVISOR.BOOKS AND PUBLICATIONS	500	(260)	240
A.1220.471	SUPERVISOR.TELEPHONE	-	393	393
A.1220.480	SUPERVISOR.TRAVEL EXPENSES	175	(15)	160
A.1310.011	FINANCE.PERMANENT STAFF	361,870	57,505	419,375
A.1310.012	FINANCE.TIME & ONE HALF	4,000	(4,000)	-
A.1310.013	FINANCE.SEASONAL & PART TIME	2,400	(2,400)	-
A.1310.015	FINANCE.APPOINTED OFFICIALS	124,658	4,924	129,582
A.1310.200	FINANCE.CAPITAL OUTLAY	500	(500)	-

Town of Orangetown - budget adjustments  
12/31/2018

<b>ACCOUNT NO</b>	<b>ACCOUNT DESCRIPTION</b>	<b>2018 ADJUSTED BUDGET</b>	<b>Entry to increase (decrease) previously adjusted budgeted number</b>	<b>12/31/18 Adjusted Budget</b>
A.1310.440.01	FINANCE.OFFICE SUPPLIES & PRINT	2,500	1,515	4,015
A.1310.441	FINANCE.SCHOOLS & CONFERENCES	3,000	(870)	2,130
A.1310.442	FINANCE.POSTAGE	250	130	380
A.1310.443	FINANCE.MAINTENANCE AGREEMENTS	30,000	(594)	29,407
A.1310.457.01	FINANCE.CONTRACTS W/OUTSIDE VENDORS.CONTRAC	1,000	2,086	3,086
A.1310.480	FINANCE.TRAVEL EXPENSES	2,500	(590)	1,910
A.1320.457	INDEPENDENT AUDIT.CONTRACTS W/OUTSIDE VENDOR	61,000	1,400	62,400
A.1330.011	RECEIVER OF TAXES.PERMANENT STAFF	36,860	(34,860)	2,000
A.1330.012	RECEIVER OF TAXES.TIME & ONE HALF	-	14,943	14,943
A.1330.013	RECEIVER OF TAXES.SEASONAL & PART TIME	50,000	(45,444)	4,556
A.1330.015	RECEIVER OF TAXES.APPOINTED OFFICIALS	10,000	(10,000)	-
A.1330.407	RECEIVER OF TAXES.ADVERTISING	3,000	560	3,560
A.1330.440.01	RECEIVER OF TAXES.OFFICE SUPPLIES & PRINT	500	(243)	257
A.1330.441	RECEIVER OF TAXES.SCHOOLS & CONFERENCES	400	(400)	-
A.1330.442	RECEIVER OF TAXES.POSTAGE	19,000	(5,588)	13,412
A.1330.443	RECEIVER OF TAXES.MAINTENANCE AGREEMENTS	800	5,670	6,470
A.1330.444	RECEIVER OF TAXES.RENTAL OF EQUIPMENT	1,000	1,107	2,107
A.1330.445	RECEIVER OF TAXES.BOOKS AND PUBLICATIONS	-	20	20
A.1330.457	RECEIVER OF TAXES.CONTRACTS W/OUTSIDE VENDORS	10,500	1,717	12,217
A.1330.480	RECEIVER OF TAXES.TRAVEL EXPENSES	1,000	(729)	271
A.1355.011	ASSESSOR.PERMANENT STAFF	360,782	30,108	390,890
A.1355.012	ASSESSOR.TIME & ONE HALF	16,000	(7,072)	8,928
A.1355.015	ASSESSOR.APPOINTED OFFICIALS	134,651	(6,211)	128,440
A.1355.407	ASSESSOR.ADVERTISING	100	62	162
A.1355.440.01	ASSESSOR.OFFICE SUPPLIES & PRINT	4,003	(96)	3,908
A.1355.440.13	ASSESSOR.OFFICE SUPPLIES & PRINT.COMPUTER SUPPL	-	891	891
A.1355.441	ASSESSOR.SCHOOLS & CONFERENCES	350	657	1,007
A.1355.442	ASSESSOR.POSTAGE	2,800	(1,881)	919
A.1355.443	ASSESSOR.MAINTENANCE AGREEMENTS	400	(220)	180
A.1355.444	ASSESSOR.RENTAL OF EQUIPMENT	2,000	107	2,107
A.1355.445	ASSESSOR.BOOKS AND PUBLICATIONS	3,500	(2,306)	1,194
A.1355.447	ASSESSOR.VEHICLE OPERATION AND REPAIR	600	(62)	538
A.1355.457	ASSESSOR.CONTRACTS W/OUTSIDE VENDORS	4,800	1,494	6,294
A.1355.471	ASSESSOR.TELEPHONE	-	240	240
A.1355.485	ASSESSOR.CERTIORARI EXPENSE	32,500	19,500	52,000
A.1356.457	BD OF ASSESSMENT REVIEW.CONTRACTS W/OUTSIDE V	-	9,025	9,025
A.1410.011	TOWN CLERK.PERMANENT STAFF	197,900	71,554	269,454

Town of Orangetown - budget adjustments  
12/31/2018

<b>ACCOUNT NO</b>	<b>ACCOUNT DESCRIPTION</b>	<b>2018 ADJUSTED BUDGET</b>	<b>Entry to increase (decrease) previously adjusted budgeted number</b>	<b>12/31/18 Adjusted Budget</b>
A.1410.012	TOWN CLERK.TIME & ONE HALF	2,000	2,509	4,509
A.1410.013	TOWN CLERK.SEASONAL & PART TIME	6,000	8,985	14,985
A.1410.015	TOWN CLERK.APPOINTED OFFICIALS	50,186	(5,126)	45,060
A.1410.100	TOWN CLERK.ELECTED OFFICIALS	77,692	(34,065)	43,627
A.1410.407	TOWN CLERK.ADVERTISING	6,000	4,306	10,306
A.1410.440.01	TOWN CLERK.OFFICE SUPPLIES & PRINT	3,000	3,654	6,654
A.1410.441	TOWN CLERK.SCHOOLS & CONFERENCES	400	235	635
A.1410.442	TOWN CLERK.POSTAGE	1,000	846	1,846
A.1410.443	TOWN CLERK.MAINTENANCE AGREEMENTS	500	4,435	4,935
A.1410.444	TOWN CLERK.RENTAL OF EQUIPMENT	2,000	107	2,107
A.1410.445	TOWN CLERK.BOOKS AND PUBLICATIONS	4,250	6,126	10,376
A.1410.455	TOWN CLERK.UTILITIES	22,000	(1,724)	20,276
A.1410.457	TOWN CLERK.CONTRACTS W/OUTSIDE VENDORS	8,000	(6,394)	1,606
A.1410.473	TOWN CLERK.WATER	2,000	2,018	4,018
A.1410.480	TOWN CLERK.TRAVEL EXPENSES	2,000	(1,798)	202
A.1420.011	TOWN ATTORNEY.PERMANENT STAFF	153,346	10,497	163,843
A.1420.013	TOWN ATTORNEY.SEASONAL & PART TIME	5,000	(3,589)	1,411
A.1420.015	TOWN ATTORNEY.APPOINTED OFFICIALS	434,687	29,499	464,186
A.1420.440.01	TOWN ATTORNEY.OFFICE SUPPLIES & PRINT	3,500	(1,205)	2,295
A.1420.441	TOWN ATTORNEY.SCHOOLS & CONFERENCES	2,850	(675)	2,175
A.1420.442	TOWN ATTORNEY.POSTAGE	2,000	323	2,323
A.1420.443	TOWN ATTORNEY.MAINTENANCE AGREEMENTS	800	(620)	180
A.1420.444	TOWN ATTORNEY.RENTAL OF EQUIPMENT	2,200	(93)	2,107
A.1420.445	TOWN ATTORNEY.BOOKS AND PUBLICATIONS	30,000	(381)	29,619
A.1420.456	TOWN ATTORNEY.COPIES OF TESTIMONY	2,250	(1,465)	785
A.1420.457	TOWN ATTORNEY.CONTRACTS W/OUTSIDE VENDORS	65,000	(12,072)	52,928
A.1420.480	TOWN ATTORNEY.TRAVEL EXPENSES	1,140	(578)	562
A.1440.011	ENGINEER.PERMANENT STAFF	471,281	(36,782)	434,499
A.1440.012	ENGINEER.TIME & ONE HALF	20,000	3,115	23,115
A.1440.020	ENGINEER.DOUBLE TIME	8,000	(4,647)	3,353
A.1440.440.01	ENGINEER.OFFICE SUPPLIES & PRINT	1,200	(276)	924
A.1440.441	ENGINEER.SCHOOLS & CONFERENCES	700	(430)	270
A.1440.445	ENGINEER.BOOKS AND PUBLICATIONS	-	601	601
A.1440.457	ENGINEER.CONTRACTS W/OUTSIDE VENDORS	700	(535)	165
A.1440.471	ENGINEER.TELEPHONE	800	5	805
A.1440.480	ENGINEER.TRAVEL EXPENSES	350	(350)	-
A.1450.457	ELECTIONS.CONTRACTS W/OUTSIDE VENDORS	200,000	(26,142)	173,858

Town of Orangetown - budget adjustments  
12/31/2018

<b>ACCOUNT NO</b>	<b>ACCOUNT DESCRIPTION</b>	<b>2018 ADJUSTED BUDGET</b>	<b>Entry to increase (decrease) previously adjusted budgeted number</b>	<b>12/31/18 Adjusted Budget</b>
A.1620.011	BUILDING MAINTENANCE.PERMANENT STAFF	348,185	75,762	423,947
A.1620.012	BUILDING MAINTENANCE.TIME & ONE HALF	12,000	5,278	17,278
A.1620.013	BUILDING MAINTENANCE.SEASONAL & PART TIME	6,000	6,344	12,344
A.1620.020	BUILDING MAINTENANCE.DOUBLE TIME	11,000	7,513	18,513
A.1620.200	BUILDING MAINTENANCE.CAPITAL OUTLAY	60,000	(60,000)	-
A.1620.443	BUILDING MAINTENANCE.MAINTENANCE AGREEMENT!	44,000	29,837	73,837
A.1620.446	BUILDING MAINTENANCE.MTCE AND HOUSEKEEPING S	17,500	(1,362)	16,138
A.1620.447	BUILDING MAINTENANCE.VEHICLE OPERATION AND RE	1,300	(585)	715
A.1620.452	BUILDING MAINTENANCE.EQUIPMENT REPAIRS	-	948	948
A.1620.453	BUILDING MAINTENANCE.PAINTING AND BUILDING REI	54,500	15,547	70,047
A.1620.455	BUILDING MAINTENANCE.UTILITIES	10,500	325	10,825
A.1620.457	BUILDING MAINTENANCE.CONTRACTS W/OUTSIDE VEN	66,263	3,465	69,728
A.1620.465	BUILDING MAINTENANCE.UNIFORMS	1,200	666	1,866
A.1622.011	SHARED SERVICES.PERMANENT STAFF	205,156	13,585	218,741
A.1622.012	SHARED SERVICES.TIME & ONE HALF	-	83	83
A.1622.013	SHARED SERVICES.SEASONAL & PART TIME	700	(700)	-
A.1622.200	SHARED SERVICES.CAPITAL OUTLAY	4,500	(4,500)	-
A.1622.440.01	SHARED SERVICES.OFFICE SUPPLIES & PRINT.01	6,625	(1,501)	5,123
A.1622.440.13	SHARED SERVICES.OFFICE SUPPLIES & PRINT.COMPUTE	-	420	420
A.1622.442	SHARED SERVICES.POSTAGE	6,500	(1,907)	4,593
A.1622.443	SHARED SERVICES.MAINTENANCE AGREEMENTS	3,800	(1,571)	2,229
A.1622.444	SHARED SERVICES.RENTAL OF EQUIPMENT	4,214	(1)	4,213
A.1622.447	SHARED SERVICES.VEHICLE OPERATION AND REPAIR	400	(345)	55
A.1622.455	SHARED SERVICES.UTILITIES	40,000	7,426	47,426
A.1622.457	SHARED SERVICES.CONTRACTS W/OUTSIDE VENDORS	296,981	46,671	343,652
A.1622.471	SHARED SERVICES.TELEPHONE	13,000	1,951	14,951
A.1622.473	SHARED SERVICES.WATER	2,000	531	2,531
A.1682.011	CENTRAL DATA.PERMANENT STAFF	180,277	15,868	196,145
A.1682.012	CENTRAL DATA.TIME & ONE HALF	19,000	(7,720)	11,280
A.1682.013	CENTRAL DATA.SEASONAL & PART TIME	6,000	(2,348)	3,652
A.1682.440.01	CENTRAL DATA.OFFICE SUPPLIES & PRINT	500	1,206	1,706
A.1682.440.13	CENTRAL DATA.OFFICE SUPPLIES & PRINT.COMPUTER S	19,880	(15,147)	4,733
A.1682.441	CENTRAL DATA.SCHOOLS & CONFERENCES	4,500	(4,500)	-
A.1682.457	CENTRAL DATA.CONTRACTS W/OUTSIDE VENDORS	130,554	(27,501)	103,053
A.1920.457	MUNICIPAL ASSOCIATION DUES.CONTRACTS W/OUTSIE	1,500	(1,500)	-
A.1980.457	MCT MOBILITY TAX.CONTRACTS W/OUTSIDE VENDORS	19,000	2,210	21,210
A.1989.478	UNCLASSIFIED.INTERFUND CHARGES FOR SERVICES	-	131,614	131,614

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A.2490.457	COMMUNITY COLLEGE CHARGEBACKS.CONTRACTS W/	230,000	284,000	514,000
A.3310.443	TRAFFIC CONTROL.MAINTENANCE AGREEMENTS	56,000	(6,000)	50,000
A.3310.455	TRAFFIC CONTROL.UTILITIES	34,000	(2,377)	31,623
A.3310.457	TRAFFIC CONTROL.CONTRACTS W/OUTSIDE VENDORS	12,000	2,928	14,928
A.3510.011	CONTROL OF ANIMALS.PERMANENT STAFF	48,913	(1,197)	47,717
A.3510.447	CONTROL OF ANIMALS.VEHICLE OPERATION AND REPA	300	(300)	-
A.3510.457	CONTROL OF ANIMALS.CONTRACTS W/OUTSIDE VENDC	49,060	(9,135)	39,925
A.3645.457	OFFICE OF EMERGENCY MANAGEMENT.CONTRACTS W,	8,000	(4,438)	3,562
A.3989.457	OTHER PUBLIC SAFETY.CONTRACTS W/OUTSIDE VENDC	-	57,271	57,271
A.4211.457	SUBSTANCE ABUSE COUNCIL.CONTRACTS W/OUTSIDE \	39,833	(1)	39,833
A.5010.011	SUPT. OF HIGHWAYS.PERMANENT STAFF	199,625	14,914	214,539
A.5010.012	SUPT. OF HIGHWAYS.TIME & ONE HALF	-	2,483	2,483
A.5010.013	SUPT. OF HIGHWAYS.SEASONAL & PART TIME	27,500	(9,624)	17,877
A.5010.440.01	SUPT. OF HIGHWAYS.OFFICE SUPPLIES & PRINT	2,250	(292)	1,958
A.5010.440.13	SUPT. OF HIGHWAYS.OFFICE SUPPLIES & PRINT.COMPL	-	1,297	1,297
A.5010.441	SUPT. OF HIGHWAYS.SCHOOLS & CONFERENCES	1,000	710	1,710
A.5010.442	SUPT. OF HIGHWAYS.POSTAGE	1,500	(559)	941
A.5010.443	SUPT. OF HIGHWAYS.MAINTENANCE AGREEMENTS	800	(380)	420
A.5010.444	SUPT. OF HIGHWAYS.RENTAL OF EQUIPMENT	2,100	7	2,107
A.5010.445	SUPT. OF HIGHWAYS.BOOKS AND PUBLICATIONS	250	(50)	200
A.5010.457	SUPT. OF HIGHWAYS.CONTRACTS W/OUTSIDE VENDOR	12,000	1,086	13,086
A.5010.471	SUPT. OF HIGHWAYS.TELEPHONE	1,450	1,315	2,765
A.5010.480	SUPT. OF HIGHWAYS.TRAVEL EXPENSES	150	724	874
A.5132.440	GARAGE.OFFICE SUPPLIES & PRINT	550	86	636
A.5132.443	GARAGE.MAINTENANCE AGREEMENTS	1,000	665	1,665
A.5132.453	GARAGE.PAINTING AND BUILDING REPAIRS	9,500	(3,788)	5,712
A.5132.455	GARAGE.UTILITIES	55,000	(2,356)	52,644
A.5132.457	GARAGE.CONTRACTS W/OUTSIDE VENDORS	19,000	788	19,788
A.5132.471	GARAGE.TELEPHONE	3,000	26	3,026
A.5132.473	GARAGE.WATER	8,800	2,146	10,946
A.5410.457	SIDEWALKS.CONTRACTS W/OUTSIDE VENDORS	40,000	(7,107)	32,894
A.6510.457	VETERANS SERVICES.CONTRACTS W/OUTSIDE VENDOR:	13,000	(4,000)	9,000
A.6772.457	PROGRAMS FOR THE AGING.CONTRACTS W/OUTSIDE V	175,000	(607)	174,393
A.7020.011	PARKS & REC ADMIN.PERMANENT STAFF	379,550	53,368	432,918
A.7020.012	PARKS & REC ADMIN.TIME & ONE HALF	3,500	(1,564)	1,936
A.7020.013	PARKS & REC ADMIN.SEASONAL & PART TIME	16,500	(9,028)	7,472
A.7020.440.01	PARKS & REC ADMIN.OFFICE SUPPLIES & PRINT	4,630	(2,486)	2,144

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A.7020.442	PARKS & REC ADMIN.POSTAGE	9,500	(5,297)	4,203
A.7020.443	PARKS & REC ADMIN.MAINTENANCE AGREEMENTS	800	(620)	180
A.7020.444	PARKS & REC ADMIN.RENTAL OF EQUIPMENT	2,750	(643)	2,107
A.7020.457	PARKS & REC ADMIN.CONTRACTS W/OUTSIDE VENDOR	1,400	(1,333)	67
A.7020.471	PARKS & REC ADMIN.TELEPHONE	1,400	704	2,104
A.7110.011	PARKS.PERMANENT STAFF	572,783	(11,023)	561,760
A.7110.012	PARKS.TIME & ONE HALF	11,500	1,178	12,678
A.7110.013	PARKS.SEASONAL & PART TIME	65,000	(15,811)	49,189
A.7110.020	PARKS.DOUBLE TIME	14,000	(1,495)	12,505
A.7110.200	PARKS.CAPITAL OUTLAY	-	136,418	136,418
A.7110.300	PARKS.CAPITAL FACILITIES	10,000	(2,074)	7,926
A.7110.440.01	PARKS.OFFICE SUPPLIES & PRINT	-	176	176
A.7110.441	PARKS.SCHOOLS & CONFERENCES	200	(125)	75
A.7110.443	PARKS.MAINTENANCE AGREEMENTS	3,700	(3,700)	-
A.7110.446	PARKS.MTCE AND HOUSEKEEPING SUPPLIES	4,250	(1,017)	3,233
A.7110.447	PARKS.VEHICLE OPERATION AND REPAIR	33,000	(1,551)	31,449
A.7110.449	PARKS.CHEMICALS	13,000	(1,054)	11,946
A.7110.453	PARKS.PAINTING AND BUILDING REPAIRS	8,000	(1,979)	6,021
A.7110.455	PARKS.UTILITIES	55,000	9,749	64,749
A.7110.457	PARKS.CONTRACTS W/OUTSIDE VENDORS	60,000	4,289	64,289
A.7110.460	PARKS.LANDSCAPING	37,000	(2,060)	34,940
A.7110.462	PARKS.GASOLINE AND DIESEL FUEL	20,000	(18,265)	1,735
A.7110.465	PARKS.UNIFORMS	3,500	1,756	5,256
A.7110.471	PARKS.TELEPHONE	550	(154)	396
A.7110.473	PARKS.WATER	5,000	(2,019)	2,981
A.7110.491	PARKS.PARKS RESIDENCY ENFORCEMENT	-	343	343
A.7180.443	SPECIAL RECREATIONAL FACILITIES.MAINTENANCE AGR	19,000	(19,000)	-
A.7180.449	SPECIAL RECREATIONAL FACILITIES.CHEMICALS	-	6,624	6,624
A.7180.455	SPECIAL RECREATIONAL FACILITIES.UTILITIES	65,000	15,807	80,807
A.7180.457	SPECIAL RECREATIONAL FACILITIES.CONTRACTS W/OUT	7,000	306	7,306
A.7180.473	SPECIAL RECREATIONAL FACILITIES.WATER	25,000	(14,200)	10,800
A.7310.013	YOUTH RECREATION.SEASONAL & PART TIME	425,000	(74,825)	350,175
A.7310.407	YOUTH RECREATION.ADVERTISING	900	(200)	700
A.7310.440.01	YOUTH RECREATION.OFFICE SUPPLIES & PRINT	1,500	(1,233)	267
A.7310.442	YOUTH RECREATION.POSTAGE	-	80	80
A.7310.455	YOUTH RECREATION.UTILITIES	1,900	35	1,935
A.7310.457	YOUTH RECREATION.CONTRACTS W/OUTSIDE VENDOR	410,000	(4,994)	405,006

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A.7310.471	YOUTH RECREATION.TELEPHONE	3,000	1,109	4,109
A.7520.013	TOWN MUSEUM.SEASONAL & PART TIME	16,000	3,757	19,757
A.7520.015	TOWN MUSEUM.APPOINTED OFFICIALS	75,597	375	75,972
A.7520.440.01	TOWN MUSEUM.OFFICE SUPPLIES & PRINT	2,725	601	3,326
A.7520.441	TOWN MUSEUM.SCHOOLS & CONFERENCES	-	96	96
A.7520.442	TOWN MUSEUM.POSTAGE	100	8	108
A.7520.443	TOWN MUSEUM.MAINTENANCE AGREEMENTS	2,400	(1,335)	1,065
A.7520.445	TOWN MUSEUM.BOOKS AND PUBLICATIONS	175	(84)	91
A.7520.446	TOWN MUSEUM.MTCE AND HOUSEKEEPING SUPPLIES	1,100	94	1,194
A.7520.455	TOWN MUSEUM.UTILITIES	9,000	(795)	8,205
A.7520.457	TOWN MUSEUM.CONTRACTS W/OUTSIDE VENDORS	34,556	(21,579)	12,977
A.7520.471	TOWN MUSEUM.TELEPHONE	1,350	93	1,443
A.7550.012	CELEBRATIONS.TIME & ONE HALF	4,250	10,114	14,364
A.7550.013	CELEBRATIONS.SEASONAL & PART TIME	350	(350)	-
A.7550.020	CELEBRATIONS.DOUBLE TIME	55,000	16,375	71,375
A.7550.457	CELEBRATIONS.CONTRACTS W/OUTSIDE VENDORS	10,000	4,717	14,717
A.7620.013	ADULT RECREATION.SEASONAL & PART TIME	18,500	(96)	18,404
A.7620.457	ADULT RECREATION.CONTRACTS W/OUTSIDE VENDOR	45,000	(7,684)	37,316
A.8160.457	REFUSE AND GARBAGE.CONTRACTS W/OUTSIDE VEND	75,000	2,922	77,922
A.8189.015	SANITATION COMMISSION.APPOINTED OFFICIALS	2,429	(30)	2,399
A.8989.457.63	OTHER.CONTRACTS W/OUTSIDE VENDORS.ORANGETO	78,000	2,003	80,003
A.9010.800	RETIREMENT.FRINGE BENEFITS	839,042	(9,885)	829,157
A.9030.800	SS / MEDICARE.FRINGE BENEFITS	536,608	(67,097)	469,511
A.9050.800	UNEMPLOYMENT INSURANCE.FRINGE BENEFITS	5,250	7,361	12,611
A.9060.800	HOSPITALIZATION.FRINGE BENEFITS	2,258,614	(354,802)	1,903,812
A.9061.800	DENTAL INSURANCE.FRINGE BENEFITS	146,111	(13,209)	132,902
A.9730.457	B.A.N. DEBT SERVICE.CONTRACTS W/OUTSIDE VENDOR	-	25,998	25,998
A.9950.900	INTERFUND TRANSFERS.TRANSFERS	3,656,104	6,550	3,662,654
			<u>294,114</u>	
<b>GENERAL</b>				
<b>FUND</b>	<b>REVENUE</b>			
A.2590	PERMITS.LICENSES	75,000	294,114	369,114
<b>TOV - POLICE</b>	<b>EXPENSE</b>			



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B.1980.457.16	MCT MOBILITY TAX.CONTRACTS W/OUTSIDE VENDORS	45,000	6,695	51,695
B.1989.478.16	UNCLASSIFIED.INTERFUND CHARGES FOR SERVICES.POI	1,187,187	(436,667)	750,520
B.3120.011.16	POLICE.PERMANENT STAFF.POLICE	10,720,790	47,682	10,768,472
B.3120.012.16	POLICE.TIME & ONE HALF.POLICE	1,670,000	436,580	2,106,580
B.3120.016.16	POLICE.HOLIDAY PAY.POLICE	250,000	147,534	397,534
B.3120.022.16	POLICE.VACATION BUYOUT.POLICE	100,000	(56,102)	43,898
B.3120.408.16	POLICE.RICO ENHANCEMENTS.POLICE	26,900	133,511	160,411
B.3120.440.01	POLICE.OFFICE SUPPLIES & PRINT	11,000	1,171	12,171
B.3120.440.13	POLICE.OFFICE SUPPLIES & PRINT.COMPUTER SUPPLIES	80,316	(28,763)	51,553
B.3120.443.16	POLICE.MAINTENANCE AGREEMENTS.POLICE	234,992	(154,990)	80,002
B.3120.444.16	POLICE.RENTAL OF EQUIPMENT.POLICE	39,699	19,709	59,408
B.3120.448.16	POLICE.LAW ENFORCEMENT SUPPLIES.POLICE	59,265	(13,963)	45,302
B.3120.457.16	POLICE.CONTRACTS W/OUTSIDE VENDORS.POLICE	94,873	11,636	106,509
B.3120.458.16	POLICE.MEALS.POLICE	20,000	3,524	23,524
B.3120.462.16	POLICE.GASOLINE AND DIESEL FUEL.POLICE	265,000	(78,109)	186,891
B.3120.464.16	POLICE.AMMUNITION.POLICE	24,132	15,678	39,809
B.3120.465.16	POLICE.UNIFORMS.POLICE	40,000	16,962	56,962
B.3120.470.16	POLICE.EYEGASSES.POLICE	6,000	2,483	8,483
B.3120.471.16	POLICE.TELEPHONE.POLICE	40,000	6,136	46,136
B.3120.473.16	POLICE.WATER.POLICE	13,500	1,518	15,018
B.3122.011.16	RADIO OPERATORS.PERMANENT STAFF.POLICE	410,376	26,508	436,884
B.3122.012.16	RADIO OPERATORS.TIME & ONE HALF.POLICE	45,000	10,012	55,012
B.3124.012.16	SUPPORT STAFF.TIME & ONE HALF.POLICE	14,500	3,330	17,830
B.3640.457.16	AUXILIARY POLICE.CONTRACTS W/OUTSIDE VENDORS.F	2,200	980	3,180
B.9015.800.16	POLICE RETIREMENT.FRINGE BENEFITS.POLICE	3,333,348	16,167	3,349,515
B.9030.800.16	SS / MEDICARE.FRINGE BENEFITS.POLICE	1,043,406	(153,483)	889,923
B.9050.800.16	UNEMPLOYMENT INSURANCE.FRINGE BENEFITS.POLICE	5,050	8,662	13,712
B.9060.800.16	HOSPITALIZATION.FRINGE BENEFITS.POLICE	4,155,608	50,204	4,205,812
B.9061.800.16	DENTAL INSURANCE.FRINGE BENEFITS.POLICE	227,115	(44,608)	182,507
			(0)	
<b>TOV-OTHER</b>	<b>EXPENSE</b>			
B.1320.457.17	INDEPENDENT AUDIT.CONTRACTS W/OUTSIDE VENDOF	3,000	(500)	2,500
B.1980.457.17	MCT MOBILITY TAX.CONTRACTS W/OUTSIDE VENDORS	4,500	921	5,421
B.1989.478.17	UNCLASSIFIED.INTERFUND CHARGES FOR SERVICES.OTI	177,396	436,666	614,062
B.3620.011.17	SAFETY INSPECTION SERVICE.PERMANENT STAFF.OTHE	774,284	58,965	833,249

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B.3620.012.17	SAFETY INSPECTION SERVICE.TIME & ONE HALF.OTHER	3,500	(1,211)	2,289
B.3620.013.17	SAFETY INSPECTION SERVICE.SEASONAL & PART TIME.C	8,000	27,339	35,339
B.3620.200.17	SAFETY INSPECTION SERVICE.CAPITAL OUTLAY.OTHER T	29,269	37,639	66,908
B.3620.440.01	SAFETY INSPECTION SERVICE.OFFICE SUPPLIES & PRINT	5,000	(436)	4,564
B.3620.440.13	SAFETY INSPECTION SERVICE.OFFICE SUPPLIES & PRINT	2,000	(2,000)	-
B.3620.441.17	SAFETY INSPECTION SERVICE.SCHOOLS & CONFERENCE	1,955	355	2,310
B.3620.442.17	SAFETY INSPECTION SERVICE.POSTAGE.OTHER THAN PC	4,000	296	4,296
B.3620.443.17	SAFETY INSPECTION SERVICE.MAINTENANCE AGREEME	850	6,220	7,070
B.3620.444.17	SAFETY INSPECTION SERVICE.RENTAL OF EQUIPMENT.C	2,000	107	2,107
B.3620.445.17	SAFETY INSPECTION SERVICE.BOOKS AND PUBLICATION	1,000	323	1,323
B.3620.447.17	SAFETY INSPECTION SERVICE.VEHICLE OPERATION AND	5,000	(412)	4,588
B.3620.455.17	SAFETY INSPECTION SERVICE.UTILITIES.OTHER THAN PC	6,600	(683)	5,917
B.3620.457.17	SAFETY INSPECTION SERVICE.CONTRACTS W/OUTSIDE \	4,750	8,534	13,284
B.3620.465.17	SAFETY INSPECTION SERVICE.UNIFORMS.OTHER THAN I	-	1,390	1,390
B.3620.471.17	SAFETY INSPECTION SERVICE.TELEPHONE.OTHER THAN	2,000	3,538	5,538
B.3620.480.17	SAFETY INSPECTION SERVICE.TRAVEL EXPENSES.OTHER	500	(319)	181
B.3621.011.17	FIRE SAFETY.PERMANENT STAFF.OTHER THAN POLICE	197,485	11,423	208,908
B.3621.012.17	FIRE SAFETY.TIME & ONE HALF.OTHER THAN POLICE	4,000	1,267	5,267
B.3621.013.17	FIRE SAFETY.SEASONAL & PART TIME.OTHER THAN POL	36,500	(3,363)	33,137
B.3621.020.17	FIRE SAFETY.DOUBLE TIME.OTHER THAN POLICE	3,000	2,235	5,235
B.3621.440.01	FIRE SAFETY.OFFICE SUPPLIES & PRINT	1,000	332	1,332
B.3621.440.13	FIRE SAFETY.OFFICE SUPPLIES & PRINT.COMPUTER SUP	1,500	(1,500)	-
B.3621.441.17	FIRE SAFETY.SCHOOLS & CONFERENCES.OTHER THAN P	1,100	180	1,280
B.3621.443.17	FIRE SAFETY.MAINTENANCE AGREEMENTS.OTHER THAI	-	180	180
B.3621.444.17	FIRE SAFETY.RENTAL OF EQUIPMENT.OTHER THAN POL	2,750	1,277	4,027
B.3621.445.17	FIRE SAFETY.BOOKS AND PUBLICATIONS.OTHER THAN F	400	382	782
B.3621.447.17	FIRE SAFETY.VEHICLE OPERATION AND REPAIR.OTHER T	1,200	2,304	3,504
B.3621.455.17	FIRE SAFETY.UTILITIES.OTHER THAN POLICE	2,500	996	3,496
B.3621.457.17	FIRE SAFETY.CONTRACTS W/OUTSIDE VENDORS.OTHER	1,500	(130)	1,370
B.3621.465.17	FIRE SAFETY.UNIFORMS.OTHER THAN POLICE	500	1,550	2,050
B.3621.471.17	FIRE SAFETY.TELEPHONE.OTHER THAN POLICE	2,000	217	2,217
B.5182.443.17	STREET LIGHTING.MAINTENANCE AGREEMENTS.OTHER	-	10,700	10,700
B.5182.452.17	STREET LIGHTING.EQUIPMENT REPAIRS.OTHER THAN P	-	1,170	1,170
B.5182.455.17	STREET LIGHTING.UTILITIES.OTHER THAN POLICE	400,000	(157,911)	242,089
B.8010.011.17	ZONING BOARD OF APPEALS.PERMANENT STAFF.OTHEI	101,565	13,584	115,149
B.8010.012.17	ZONING BOARD OF APPEALS.TIME & ONE HALF.OTHER	900	(900)	-
B.8010.407.17	ZONING BOARD OF APPEALS.ADVERTISING.OTHER THA	1,500	(1,500)	-

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B.8010.440.01	ZONING BOARD OF APPEALS.OFFICE SUPPLIES & PRINT	2,322	(1,112)	1,210
B.8010.455.17	ZONING BOARD OF APPEALS.UTILITIES.OTHER THAN PC	6,750	(957)	5,793
B.8010.456.17	ZONING BOARD OF APPEALS.COPIES OF TESTIMONY.OT	4,750	(4,750)	-
B.8010.457.17	ZONING BOARD OF APPEALS.CONTRACTS W/OUTSIDE \	400	(289)	111
B.8011.015.17	HABOR.APPOINTED OFFICIALS.OTHER THAN POLICE	12,129	1	12,130
B.8020.011.17	PLANNING BOARD.PERMANENT STAFF.OTHER THAN PC	122,910	15,297	138,207
B.8020.012.17	PLANNING BOARD.TIME & ONE HALF.OTHER THAN POL	2,250	(2,250)	-
B.8020.015.17	PLANNING BOARD.APPOINTED OFFICIALS.OTHER THAN	34,283	3,308	37,591
B.8020.407.17	PLANNING BOARD.ADVERTISING.OTHER THAN POLICE	2,000	(2,000)	-
B.8020.440.01	PLANNING BOARD.OFFICE SUPPLIES & PRINT	2,750	(732)	2,018
B.8020.443.17	PLANNING BOARD.MAINTENANCE AGREEMENTS.OTHE	240	(60)	180
B.8020.444.17	PLANNING BOARD.RENTAL OF EQUIPMENT.OTHER THA	2,300	(193)	2,107
B.8020.455.17	PLANNING BOARD.UTILITIES.OTHER THAN POLICE	6,250	(209)	6,041
B.8020.456.17	PLANNING BOARD.COPIES OF TESTIMONY.OTHER THAN	7,750	(7,488)	262
B.8020.457.17	PLANNING BOARD.CONTRACTS W/OUTSIDE VENDORS.(	750	(638)	112
B.8089.015.17	ACABOR.APPOINTED OFFICIALS.OTHER THAN POLICE	24,484	(780)	23,704
B.8160.011.17	REFUSE AND GARBAGE.PERMANENT STAFF.OTHER THA	101,173	9,017	110,190
B.8160.440.17	REFUSE AND GARBAGE.OFFICE SUPPLIES & PRINT.OTHE	2,300	49	2,349
B.8160.441.17	REFUSE AND GARBAGE.SCHOOLS & CONFERENCES.OTH	450	72	522
B.8160.442.17	REFUSE AND GARBAGE.POSTAGE.OTHER THAN POLICE	2,100	(2,100)	-
B.8160.455.17	REFUSE AND GARBAGE.UTILITIES.OTHER THAN POLICE	1,600	(48)	1,552
B.8160.457.17	REFUSE AND GARBAGE.CONTRACTS W/OUTSIDE VEND(	645,000	(25,768)	619,232
B.8160.471.17	REFUSE AND GARBAGE.TELEPHONE.OTHER THAN POLIC	900	228	1,128
B.8560.457.17	SHADE TREES.CONTRACTS W/OUTSIDE VENDORS.OTHE	9,500	(6,829)	2,671
B.9010.800.17	RETIREMENT.FRINGE BENEFITS.OTHER THAN POLICE	170,132	(6,085)	164,047
B.9030.800.17	SS / MEDICARE.FRINGE BENEFITS.OTHER THAN POLICE	138,326	(16,344)	121,982
B.9050.800.17	UNEMPLOYMENT INSURANCE.FRINGE BENEFITS.OTHER	-	13	13
B.9060.800.17	HOSPITALIZATION.FRINGE BENEFITS.OTHER THAN POLI	488,518	(109,882)	378,636
B.9061.800.17	DENTAL INSURANCE.FRINGE BENEFITS.OTHER THAN PC	17,904	7,284	25,188
			<u>305,977</u>	
<b>TOV-OTHER</b>	<b>REVENUE</b>			
B.1560.000.17	SAFETY INSPECTION FEES.OTHER THAN POLICE	1,450,000	305,977	1,755,977
<b>HIGHWAY -</b>				
<b>PART TOWN</b>	<b>EXPENSE</b>			
D.1980.457.04	MCT MOBILITY TAX.CONTRACTS W/OUTSIDE VENDORS	7,106	3,024	10,130

Town of Orangetown - budget adjustments  
12/31/2018

ACCOUNT NO	ACCOUNT DESCRIPTION	2018 ADJUSTED BUDGET	Entry to increase (decrease) previously adjusted budgeted number	12/31/18 Adjusted Budget
D.5110.011.04	HIGHWAY REPAIR & IMPROVE.PERMANENT STAFF.PAR	3,234,907	(29,517)	3,205,390
D.5110.013.04	HIGHWAY REPAIR & IMPROVE.SEASONAL & PART TIME	50,000	1,675	51,675
D.5110.020.04	HIGHWAY REPAIR & IMPROVE.DOUBLE TIME.PART TOV	10,000	1,449	11,449
D.5110.200.04	HIGHWAY REPAIR & IMPROVE.CAPITAL OUTLAY.PART T	-	2,825	2,825
D.5110.462.04	HIGHWAY REPAIR & IMPROVE.GASOLINE AND DIESEL F	200,000	6,813	206,813
D.9061.800.04	DENTAL INSURANCE.FRINGE BENEFITS.PART TOWN	35,869	13,731	49,600
			0	
<b>HIGHWAY -</b>				
<b>TOWN WIDE EXPENSE</b>				
D.1980.457.05	MCT MOBILITY TAX.CONTRACTS W/OUTSIDE VENDORS	5,138	1,902	7,040
D.5130.200.05	HIGHWAY MACHINERY.CAPITAL OUTLAY.TOWNWIDE	150,775	36,063	186,838
D.5140.013.05	MISC. BRUSH & WEEDS.SEASONAL & PART TIME.TOWN	100,000	11,107	111,107
D.5140.020.05	MISC. BRUSH & WEEDS.DOUBLE TIME.TOWNWIDE	127,500	38,599	166,099
D.5140.457.05	MISC. BRUSH & WEEDS.CONTRACTS W/OUTSIDE VEND	17,000	1,449	18,449
D.5140.465.05	MISC. BRUSH & WEEDS.UNIFORMS.TOWNWIDE	31,000	1,227	32,227
D.5142.011.05	SNOW REMOVAL.PERMANENT STAFF.TOWNWIDE	414,161	(164,356)	249,805
D.5142.013.05	SNOW REMOVAL.SEASONAL & PART TIME.TOWNWIDE	-	1,511	1,511
D.5142.020.05	SNOW REMOVAL.DOUBLE TIME.TOWNWIDE	213,780	(105,830)	107,950
D.5142.449.05	SNOW REMOVAL.CHEMICALS.TOWNWIDE	352,800	37,972	390,772
D.9061.800.05	DENTAL INSURANCE.FRINGE BENEFITS.TOWNWIDE	29,334	18,733	48,067
D.9950.900.05	INTERFUND TRANSFERS.TRANSFERS.TOWNWIDE	-	121,625	121,625
			0	
<b>DEME EXPENSE</b>				
G.1320.457	INDEPENDENT AUDIT.CONTRACTS W/OUTSIDE VENDOF	11,000	(2,000)	9,000
G.1980.457	MCT MOBILITY TAX.CONTRACTS W/OUTSIDE VENDORS	16,063	(3,099)	12,964
G.8110.011	SEWER ADMINISTRATION.PERMANENT STAFF	631,810	(12,402)	619,408
G.8110.012	SEWER ADMINISTRATION.TIME & ONE HALF	8,000	(2,143)	5,857
G.8110.013	SEWER ADMINISTRATION.SEASONAL & PART TIME	1,000	(1,000)	-
G.8110.020	SEWER ADMINISTRATION.DOUBLE TIME	7,000	(1,049)	5,951
G.8110.440.01	SEWER ADMINISTRATION.OFFICE SUPPLIES & PRINT	5,000	(74)	4,926
G.8110.440.13	SEWER ADMINISTRATION.OFFICE SUPPLIES & PRINT.CO	4,000	(2,472)	1,528
G.8110.441	SEWER ADMINISTRATION.SCHOOLS & CONFERENCES	300	(154)	146
G.8110.442	SEWER ADMINISTRATION.POSTAGE	1,000	1,117	2,117
G.8110.443	SEWER ADMINISTRATION.MAINTENANCE AGREEMENT:	400	(220)	180
G.8110.444	SEWER ADMINISTRATION.RENTAL OF EQUIPMENT	2,000	107	2,107

Town of Orangetown - budget adjustments  
12/31/2018

<b>ACCOUNT NO</b>	<b>ACCOUNT DESCRIPTION</b>	<b>2018 ADJUSTED BUDGET</b>	<b>Entry to increase (decrease) previously adjusted budgeted number</b>	<b>12/31/18 Adjusted Budget</b>
G.8110.457	SEWER ADMINISTRATION.CONTRACTS W/OUTSIDE VEN	15,000	9,046	24,046
G.8110.471	SEWER ADMINISTRATION.TELEPHONE	8,000	3,342	11,342
G.8110.480	SEWER ADMINISTRATION.TRAVEL EXPENSES	900	(385)	515
G.8120.011	SEWER COLLECTION SYSTEM.PERMANENT STAFF	1,084,008	(10,555)	1,073,453
G.8120.012	SEWER COLLECTION SYSTEM.TIME & ONE HALF	70,000	6,427	76,427
G.8120.020	SEWER COLLECTION SYSTEM.DOUBLE TIME	72,000	12,320	84,320
G.8120.200	SEWER COLLECTION SYSTEM.CAPITAL OUTLAY	99,448	174,612	274,061
G.8120.403	SEWER COLLECTION SYSTEM.STATE ENVIRONMENTAL F	800	(168)	632
G.8120.439	SEWER COLLECTION SYSTEM.OPERATION SUPPLIES	30,000	4,518	34,518
G.8120.441	SEWER COLLECTION SYSTEM.SCHOOLS & CONFERENCE	250	540	790
G.8120.443	SEWER COLLECTION SYSTEM.MAINTENANCE AGREEME	6,000	(905)	5,095
G.8120.447	SEWER COLLECTION SYSTEM.VEHICLE OPERATION AND	60,000	15,110	75,110
G.8120.452	SEWER COLLECTION SYSTEM.EQUIPMENT REPAIRS	15,000	44,895	59,895
G.8120.453	SEWER COLLECTION SYSTEM.PAINTING AND BUILDING	450	(73)	377
G.8120.455	SEWER COLLECTION SYSTEM.UTILITIES	380,000	56,294	436,294
G.8120.457	SEWER COLLECTION SYSTEM.CONTRACTS W/OUTSIDE \	32,000	755	32,755
G.8120.462	SEWER COLLECTION SYSTEM.GASOLINE AND DIESEL FU	34,000	17,893	51,893
G.8120.465	SEWER COLLECTION SYSTEM.UNIFORMS	900	(43)	857
G.8120.473	SEWER COLLECTION SYSTEM.WATER	4,000	6,452	10,452
G.8120.475	SEWER COLLECTION SYSTEM.MISCELLANEOUS EXPENSE	300	(20)	280
G.8121.011	INDUSTRIAL PRETREATMENT.PERMANENT STAFF	86,035	3,912	89,947
G.8121.012	INDUSTRIAL PRETREATMENT.TIME & ONE HALF	200	856	1,056
G.8121.020	INDUSTRIAL PRETREATMENT.DOUBLE TIME	-	528	528
G.8121.452	INDUSTRIAL PRETREATMENT.EQUIPMENT REPAIRS	1,500	3,270	4,770
G.8121.457	INDUSTRIAL PRETREATMENT.CONTRACTS W/OUTSIDE \	4,791	1,281	6,072
G.8121.463	INDUSTRIAL PRETREATMENT.LABORATORY TESTING	25,000	18,904	43,904
G.8121.475	INDUSTRIAL PRETREATMENT.MISCELLANEOUS EXPENSI	8,000	958	8,958
G.8130.011	SEWAGE TREATMENT PLANT.PERMANENT STAFF	1,715,302	3,001	1,718,303
G.8130.012	SEWAGE TREATMENT PLANT.TIME & ONE HALF	94,000	2,231	96,231
G.8130.014	SEWAGE TREATMENT PLANT.SHIFT PAY	4,000	(2,061)	1,939
G.8130.020	SEWAGE TREATMENT PLANT.DOUBLE TIME	70,000	35,080	105,080
G.8130.200	SEWAGE TREATMENT PLANT.CAPITAL OUTLAY	368,540	21,900	390,440
G.8130.403	SEWAGE TREATMENT PLANT.STATE ENVIRONMENTAL F	4,000	15,016	19,016
G.8130.441	SEWAGE TREATMENT PLANT.SCHOOLS & CONFERENCE	2,500	(8)	2,492
G.8130.447	SEWAGE TREATMENT PLANT.VEHICLE OPERATION AND	12,000	1,711	13,711
G.8130.449	SEWAGE TREATMENT PLANT.CHEMICALS	268,337	(49,665)	218,672
G.8130.452	SEWAGE TREATMENT PLANT.EQUIPMENT REPAIRS	50,000	(39,633)	10,367

Town of Orangetown - budget adjustments  
12/31/2018

<b>ACCOUNT NO</b>	<b>ACCOUNT DESCRIPTION</b>	<b>2018 ADJUSTED BUDGET</b>	<b>Entry to increase (decrease) previously adjusted budgeted number</b>	<b>12/31/18 Adjusted Budget</b>
G.8130.453	SEWAGE TREATMENT PLANT.PAINTING AND BUILDING	1,000	457	1,457
G.8130.455	SEWAGE TREATMENT PLANT.UTILITIES	260,000	44,364	304,364
G.8130.457	SEWAGE TREATMENT PLANT.CONTRACTS W/OUTSIDE V	179,300	(19,409)	159,891
G.8130.462	SEWAGE TREATMENT PLANT.GASOLINE AND DIESEL FU	13,000	6,534	19,534
G.8130.465	SEWAGE TREATMENT PLANT.UNIFORMS	11,000	6,264	17,264
G.8130.473	SEWAGE TREATMENT PLANT.WATER	40,000	19,651	59,651
G.8130.475	SEWAGE TREATMENT PLANT.MISCELLANEOUS EXPENSI	5,000	6,116	11,116
G.8130.480	SEWAGE TREATMENT PLANT.TRAVEL EXPENSES	1,000	1,196	2,196
G.8197.410	SEWER EQUIPMENT & CAPITAL.SERVICE CONNECTION I	175,000	(81,750)	93,250
G.8197.452	SEWER EQUIPMENT & CAPITAL.EQUIPMENT REPAIRS	3,000	(3,000)	-
G.9010.800	RETIREMENT.FRINGE BENEFITS	655,766	(23,531)	632,235
G.9030.800	SS / MEDICARE.FRINGE BENEFITS	345,813	(59,665)	286,148
G.9060.800	HOSPITALIZATION.FRINGE BENEFITS	1,192,242	(47,919)	1,144,323
G.9061.800	DENTAL INSURANCE.FRINGE BENEFITS	76,049	(784)	75,265
<b>DEME REVENUE</b>				
G.1012	OUT OF STATE	200,000	17,470	217,470
G.2401	INTEREST EARNINGS	3,500	70,000	73,500
G.2770	OTHER UNCLASSIFIED REVENUE	5,000	95,000	100,000
			<u>182,470</u>	
<b>DEBT EXPENSE</b>				
V.1380.457	FISCAL AGENT FEES.CONTRACTS W/OUTSIDE VENDORS	246,497	(183,921)	62,576
V.9710.600.51	SERIAL BOND DEBT SERVICE.BOND PRINCIPAL.PARK LAI	610,000	(79,340)	530,660
V.9710.600.84	SERIAL BOND DEBT SERVICE.BOND PRINCIPAL.MULTI M	3,545,000	(2,062,114)	1,482,886
V.9710.700.51	SERIAL BOND DEBT SERVICE.BOND INTEREST.PARK LAN	185,700	(13,626)	172,074
V.9710.700.84	SERIAL BOND DEBT SERVICE.BOND INTEREST..	106,313	(84,189)	22,124
V.9790.700	STATE LOANS.BOND INTEREST	804,159	1,127	805,286
V.9950.900	INTERFUND TRANSFERS.TRANSFERS	-	2,422,063	2,422,063
			<u>(0)</u>	

**Agenda Item Details**

Meeting	May 07, 2019 - Regular Meeting of the Board of Education - May 7, 2019
Category	6. BUSINESS OFFICE - CONSENT AGENDA
Subject	6.1 PILOT Agreement with SQ Properties, LLC and Diversified Glass and Storefronts, Inc.
Type	Action (Consent)
Recommended Action	BE IT RESOLVED, that the Board of Education hereby authorizes its President to sign a payment in lieu of tax agreement regarding SQ Properties, LLC and Diversified Glass and Storefronts, Inc. dated May 6, 2019 as presented to the Board at this meeting. A copy of said agreement shall be incorporated by reference within the minutes of this meeting.

[PILOT Agreement with SQ Properties, LLC and Diversified Glass & Storefronts, Inc..pdf \(552 KB\)](#)

Montalbano, Condon & Frank, P.C.



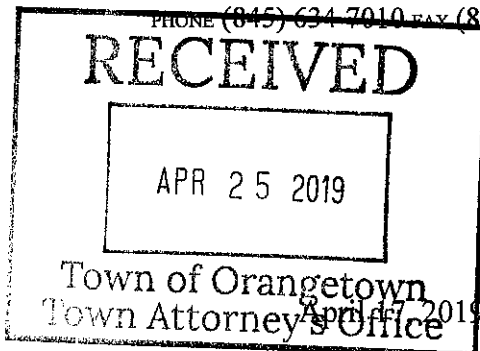
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Steven H. Porath  
County of Rockland  
Industrial Development Agency  
67 North Main Street  
New City, NY 10965

Re: **Payment in Lieu of Taxes Agreement ("PILOT Agreement")  
County of Rockland Industrial Development Agency ("IDA") and  
SQ Properties, LLC and Diversified Glass & Storefronts, Inc. (collectively "Lessee")  
Premises: 8 Olympic Drive, Orangeburg, New York 10962**

Ladies and Gentlemen:

Enclosed herewith please find a draft copy of the PILOT Agreement with respect to the




Transmittal Letter of draft PILOT Agreement  
April 17, 2019  
Page 2

above-referenced IDA Project. I would appreciate it if you would review the same at your earliest convenience and let me have your comments with respect to any additions or questions that you may have. Please note that the enclosed draft shall be subject to such review and comments. If acceptable, please circulate for execution.

Should you have any questions, or wish to discuss, please let me know. Thank you.

Sincerely,

MONTALBANO, CONDON & FRANK, P.C.



Brian J. Quinn

BJQ/br  
Enclosure

## PAYMENT IN LIEU OF TAXES AGREEMENT

THIS AGREEMENT (the "Agreement"), dated as of March \_\_, 2019 by and between **SQ PROPERTIES, LLC**, a New York limited liability company and **DIVERSIFIED GLASS & STOREFRONTS, INC.**, a New York corporation, both companies duly registered and authorized to transact business in the State of New York, with offices at 4625 Bullard Avenue, Bronx, New York 10470 (collectively "Lessee"), the **TOWN OF ORANGETOWN** (the "Town"), 26 Orangeburg Road, Orangeburg, New York 10962, the **PEARL RIVER SCHOOL DISTRICT**, 275 E Central Avenue, Pearl River, New York 10965 (the "School District"), the **COUNTY OF ROCKLAND**, 11 New Hempstead Road, New City, New York 10956 (the "County") and the **COUNTY OF ROCKLAND INDUSTRIAL DEVELOPMENT AGENCY**, a New York public benefit corporation with offices at 67 North Main Street, New City, New York 10956 (the "Agency").

### WITNESSETH

WHEREAS, the New York State Industrial Development Agency Act, constituting Title I of Article 18-A of the General Municipal Law of the State of New York, Chapter 24 of the Consolidated Laws of the State of New York, as amended (the "Enabling Act") authorized and provides for the creation of industrial development agencies in the several counties, cities, and towns in the State of New York and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip, furnish and dispose of one or more projects for the purpose of promoting, developing, encouraging and assisting in the acquisition, construction, reconstruction, improvement, maintaining, equipping and furnishing of industrial, assembly, warehousing, civic, research, and commercial facilities, thereby advancing the job opportunities, general prosperity and economic welfare of the people of the State of New York; and

WHEREAS, pursuant to and in accordance with the provisions of the Enabling Act and Chapter 564 of the 1980 Laws of New York, as amended (together with the Enabling Act, hereinafter referred to as the "Act"), the County of Rockland Industrial Development Agency which has been created and established pursuant thereto for the benefit of the County of Rockland proposes to undertake providing financial assistance for the project described below; and

WHEREAS, to accomplish the purposes of the Act, the Agency has entered into negotiations with Lessee for a commercial "project" within the meaning of the Act (the "Project"); and

WHEREAS, the Project consists of (i) the acquisition of an existing building and renovations and redevelopment thereof, and the acquisition and installation thereto of certain machinery and equipment related thereto, all to be used for a warehouse and manufacturing facility and administrative offices located at 8 Olympic Drive, Orangeburg, New York Town of Orangetown, in the Pearl River School District, being shown and designated on the Tax Map of the Town of Orangetown as the following tax lot: Section 73.15, Block 3, Lot 16, (the land and

the building and site improvements, together constituting collectively the "Project Realty") and said land being more fully described on Exhibit "A" attached; and

WHEREAS, to facilitate the Project, the Agency has entered into a "straight lease transaction" pursuant to the Agency's uniform tax exemption policy by which the Agency acquired a leasehold interest from SQ Properties, LLC in and to the Project Realty ("Head Lease") and the Agency leased to Lessee, the Agency's interest in the Project (the "Lease Agreement"); and

WHEREAS, pursuant to Section 874(1) of the Act and Section 412-a of the Real Property Tax Law, the Agency is exempt from the payment of taxes and assessments imposed on real property and improvements owned and/or leased by it; and

WHEREAS, each of the Town and the School District have by appropriate legislative action, and the Agency has by adopting the Authorizing Resolution, approved the terms of and the execution of this Agreement; and

WHEREAS, the County of Rockland is expected to, by appropriate legislative action, approve the terms of and execution of this Agreement; and

WHEREAS, pursuant to Section 925-l of the Act, as amended, projects promoted, developed and assisted by the Agency shall be liable for, in lieu of real property taxes and school taxes, payment of a sum equal to the full amount thereof, or such lesser amount as agreed to among the County, Town, School District, (collectively, the "Affected Taxing Jurisdictions") and the Lessee which sums shall be paid by Lessee to the Affected Taxing Jurisdictions ("PILOT Payments"); and

WHEREAS, the Agency has determined that it is both necessary and desirable that this Agreement be entered into in connection with the transfer to the Agency of a leasehold interest in the Project Realty and the Agency entering into a "straight lease" transaction (the "Straight Lease Transaction") with Lessee.

NOW, THEREFORE, in consideration of the foregoing, and the actions to be taken by the Agency and Lessee with respect to the Project, Lessee, the Town, School District and the Agency hereby formally agree as follows and the County upon approval, execution and delivery of this Agreement also agrees as follows:

1. Lessee hereby covenants and agrees to pay or have paid on its behalf, so long as the Agency is the lessee of the Project, PILOT Payments to the County, Town and School District and to any other taxing entity on whose behalf any of the foregoing may levy and collect real property taxes, including fire districts, special benefit districts, and any other districts now or hereinafter created ("Special District Taxes"), as they now pay or would pay in accordance with the Real Property Tax Law.

2. The Project is to be assessed in the same manner as other similar properties in the Town, by the Town Assessor for the Town and/or for the School District and/or for the County in accordance with the applicable provisions of the Real Property Tax Law of the State of New

York. Such assessment will or may appear upon the tax rolls under the category "Exempt Properties".

3. As of the date hereof, Lessee acknowledges, agrees and accepts the present assessed valuation of the Project Realty constituting part of the Project and shall not commence any legal proceedings whether by tax certiorari or otherwise to alter the assessed valuation of the Project Realty, except as to the assessment adjustments to be made as of March 1, 2019 as hereinafter set forth in Paragraph 7 of this Agreement, so long as the assessed valuation does not change, using as a basis the assessed value of the Project Realty, as adjusted and modified by Paragraph 7 of this Agreement, pursuant to the provisions of Article 19 of the Real Property Tax Law for the Project Realty as published in the assessment roll of the Town of Orangetown. For the purposes of this paragraph, a change in assessed valuation as a consequence of the Town or County-wide revaluation shall not be considered a change in the assessed valuation as long as the assessed valuation of the subject property does not increase relative to the total taxable assessment base in the Town of Orangetown. Any change in assessed valuation reflecting "additional construction", as provided for in Paragraph 18 of this Agreement, shall not be considered a "change in assessment" for the purposes of this Paragraph.

4. Lessee agrees to pay all amounts due hereunder in the same manner and within the same time periods as is applicable to other taxpayers in the County, Town and School District subject to real property taxes and school taxes, which is currently thirty (30) days after the date such taxes are due. The County, Town and School District shall notify or cause Lessee to receive notice from each thereof or from any one thereof acting on behalf of any of the others of the amount of any payment due. In the event Lessee shall fail to make any PILOT Payments within the time period required and/or special district charges, the amount or amounts so in default shall continue as an obligation of Lessee until fully paid and Lessee agrees to pay the same to the Affected Taxing Jurisdiction or its designee, as the case may be. PILOT Payments which are delinquent under this Agreement shall be subject to a late payment penalty and shall bear interest, in accordance with the provisions of Section 874(5) of the General Municipal Law of the State of New York.

5. Notwithstanding any other provision of this Agreement, the Lessee acknowledges and agrees that the County is a party to this Agreement solely for notice and collection/payment purposes. Lessee agrees to pay the full amount of the County tax which Lessee would have paid if the Agency were not involved in the project. Lessee further agrees that if the County PILOT payment is not paid when due, it shall be subject to a late payment penalty and shall bear interest in accordance with the provisions of paragraph 4 of this Agreement.

6. Lessee agrees to make PILOT Payments for each applicable tax fiscal year for the period commencing with the applicable tax fiscal year immediately following the first taxable status date the Agency is the lessee of record of the Project Realty determined pursuant to the provisions of the Real Property Tax Law (the "PILOT Commencement Date") expiring on the PILOT Termination Date (as hereinafter defined) in the amounts and manner as set forth herein. The period beginning on the PILOT Commencement Date and ending on the PILOT Termination Date is hereinafter referred to as the "PILOT Period".

7. (a) Commencing on the PILOT Commencement Date, the assessment value of the tax lot comprising the Project Realty shall be fixed at the assessment amounts set forth on Exhibit "B" attached hereto and Lessee shall make PILOT Payments for each applicable tax fiscal year, with respect to the Project Realty, using as a basis the assessed values set forth on Exhibit "B" for years one (1) through ten (10) of the Pilot Period.

(b) Lessee agrees that the amounts payable by them or on their behalf as PILOT Payments for each year of the PILOT Period, of ten (10) consecutive years from the PILOT Commencement Date to the PILOT Termination Date, shall be determined by multiplying the tax rate for the then current tax levy by the assessed valuation of the Project Realty as reduced pursuant to the formulae set forth in Paragraph 7(a) above.

(c) For purposes of determining County PILOT Payments, the Assessment Value is to be determined in the same manner as other similar properties in the Town, by the Town Assessor for the Town (the "Town Assessor") and/or for the School District and/or for the County in accordance with the applicable provisions of the Real Property Tax Law of the State of New York. Such assessment will or may appear upon the tax rolls under the category "Exempt Properties".

8. For the purposes of this Agreement, the applicable tax fiscal year for the State, County and Town Tax shall be the calendar year, January 1 through December 31, commencing January 1, 2020, and the applicable tax fiscal year for the School Tax shall be September 1 through August 31, commencing September 1, 2019. All PILOT payments shall be applied, apportioned and prorated as if paid in annual installments in advance in the same manner as real property taxes are paid for in connection with similar properties in the Town and School District.

9. For the purposes of this Agreement, the term PILOT Termination Date shall mean the earlier of (i) the occurrence of an Event of Default (as hereinafter defined) after the expiration of any applicable cure period or (ii) the tenth (10<sup>th</sup>) anniversary of the PILOT Commencement Date or (iii) the date the Agency no longer has a leasehold interest in the Project Realty.

10. For the purposes of this Agreement, any one or more of the following events, after the expiration of all applicable notice and cure periods, shall constitute an "Event of Default" hereunder:

a) Failure of Lessee to pay any PILOT payments or any other payments required hereunder as and when due pursuant to this Agreement after fifteen (15) days written notice; or

(b) Failure of Lessee to comply with the terms of the PILOT Escrow Agreement pursuant to Paragraph 21 of this Agreement; or

(c) An Event of Default under the Head Lease, Lease Agreement or any other agreement executed by Lessee in connection with the Straight Lease Transaction after thirty (30) days written notice unless such default cannot be cured in such thirty (30) day period, Lessee

shall have additional time to cure same not to exceed ninety (90) days, provided Lessee is diligently attempting to resolve such Event of Default.

11. Prior to the PILOT Termination Date, the PILOT Escrow Agent (as hereinafter defined) shall notify the parties to this Agreement of the date upon which the PILOT Period is scheduled to terminate (the "PILOT Termination Notice"). The PILOT Escrow Agent, if required, shall calculate and apply that portion of the PILOT Payments to each of the Affected Taxing Jurisdictions (State, County, Town and School District) and then shall apportion and adjust the PILOT Payments to be paid with respect to the balance of the tax fiscal year to each of the Affected Taxing Jurisdictions to an amount equal to the full real property and school taxes that Lessee would have been required to pay for the Project Realty. The PILOT Termination Notice shall set forth such calculations and apportionments. After the PILOT Termination Date and until such time as the Project Realty is recorded on the tax rolls of the Town as no longer being leased by the Agency, Lessee agrees to make PILOT Payments in such amounts and at such times as would be due if the Project Realty were privately owned by a for-profit entity with no Agency participation. If this Agreement is terminated prior to the tenth (10<sup>th</sup>) anniversary of the PILOT Commencement Date, Lessee shall receive a credit from the appropriate taxing authority toward the amount due in such year equal to that portion of the PILOT Payments allocable to the period of time following the PILOT Termination Date. Notwithstanding anything to the contrary contained in the foregoing, with respect to the last year of the PILOT Period, Lessee may prorate the PILOT Payments on the basis of the actual period the Agency is the lessee so that there shall exist no period of time for which Lessee is obligated to make PILOT Payments in addition to actual tax payments to which the Project Realty is subject under current law, at the time of reconveyance to the Lessee.

12. The parties agree that the Agency shall have the authority to appoint a PILOT Escrow Agent to perform the duties and obligations contained herein. The Agency hereby appoints the **Director of Finance, Town of Orangetown**, to act as the PILOT Escrow Agent. Lessee agrees to pay the PILOT Payments when due to the PILOT Escrow Agent, by check or bank draft payable at a bank in Rockland County, New York or via the automatic clearing house ("ACH") or such other expedient automatic electronic deduction from a bank account. The County, Town and School District consent to and agree that the Director of Finance, Town of Orangetown, shall act as their PILOT Escrow Agent pursuant to this Agreement, and shall allocate and pay to the School District, County and Town their respective payments as and when received.

13. Lessee shall also make payments to the PILOT Escrow Agent for any Special District Taxes from the date the Agency acquires a leasehold interest in the Project Realty as required by the Affected Taxing Jurisdictions or Special District. Nothing contained herein shall exempt Lessee from paying all fire district taxes, special district benefits assessments or user charges, including sewer and water rents relating to the Project, solid waste charges, and other assessments or fees imposed on the Project Realty, if any, or which may subsequently be imposed on the Project Realty in the future.

14. It is agreed that Lessee shall receive notice in advance in the same manner as any other taxpayer for any change in assessment and shall be entitled to protest administratively and

judicially, any change in assessment or any other matter relating to the Project Realty as if the taxes were levied against Lessee as a property owner not exempt from taxation, subject, however, to the provisions of Paragraph 3 and Paragraph 7. Lessee shall in all other respects have the same administrative and legal rights and remedies with respect to the amounts they hereby obligate themselves to pay in lieu of taxes, including judicial appeal thereof, as if they were a property owner not exempt from taxation. The Agency shall join in any proceeding for obtaining relief under this paragraph to the extent that the Agency's consent is required for Lessee to undertake such procedure provided, however, that Lessee shall continue to make PILOT Payments required hereunder.

15. The benefits and obligations of Lessee under this Agreement shall not be assigned without the written consent of the County, Town, School District and the Agency.

16. In the event any part of the Agency's interest in the Project Realty is transferred from the Agency to Lessee, or another party, the provisions of New York State Real Property Tax Law §520 shall apply.

17. It is understood and agreed by the parties to this Agreement that the Agency, the County, Town and School District are entering into this Agreement in order to provide financial assistance to Lessee for the Project and to accomplish the public purposes of the Act. In consideration therefor, Lessee hereby agrees that if there shall occur a Recapture Event (as defined below) prior to the expiration of the PILOT Period, Lessee shall pay to the PILOT Escrow Agent as a return of public benefits conferred by the Agency as follows ("Recapture of Benefits"):

(a) one hundred percent (100%) of the Benefits (as defined below) if the Recapture Event occurs within the first four (4) years after the PILOT Commencement Date;

(b) eighty percent (80%) of the Benefits if the Recapture Event occurs during the 5<sup>th</sup> or 6<sup>th</sup> year after the PILOT Commencement Date;

(c) sixty percent (60%) of the Benefits if the Recapture Event occurs during the 7<sup>th</sup> or 8<sup>th</sup> year after the PILOT Commencement Date;

(d) forty percent (40%) of the Benefits if the Recapture Event occurs during the 9<sup>th</sup> year after the PILOT Commencement Date;

(e) zero percent (0%) of the Benefits if the Recapture Event occurs during the 10<sup>th</sup> year or thereafter after the PILOT Commencement Date.

The PILOT Escrow Agent shall then allocate and pay to the Town and School District their respective share of the Benefits when received.

The Tax Assessor shall then allocate and pay to the Town and School District their respective share of the Repayment Amount when received. The County will not receive any

portion of the Repayment Amount as none of the foregoing Benefits were derived from the County.

The term "Benefits" shall mean, collectively all real estate tax benefits which have accrued to the benefit of the Lessee during such time as the Agency was the lessee of the Facility, such tax benefits to be computed by subtracting the PILOT payments paid under and pursuant to the terms of this PILOT Agreement and any other assessments or payments from those payments which the Lessee would have been required to pay if they had been the owner of the Project Realty with no Agency participation, together with a late fee of five (5%) percent of the amount not timely paid for each month or part thereof that any payment due hereunder is delinquent and interest at the rate of two percent (2%) per annum on the amount calculated hereunder from the PILOT Commencement Date of this Agreement to the date the Recapture of Benefits are paid. Said payment to include the expenses, costs and disbursements and reasonable attorneys' fees necessary to collect the amounts due hereunder.

The term "Recapture Event" shall mean any of the following events:

- (a) Lessee shall have liquidated their operations and/or assets (absent a showing of extreme hardship) as determined by the Agency in its sole discretion;
- (b) Lessee shall have ceased all or substantially all operations at the Project Realty (whether by relocation to another facility, or otherwise or whether to another location, either within or outside of the County);
- (c) Lessee shall have transferred all or substantially all of its employees to a location outside of the County;
- (d) Lessee shall have effected a substantial change in the scope and the nature of the operations at the Project Realty, as determined by the Agency in its sole discretion;
- (e) Lessee shall have subleased all or any portion of the Project Realty in violation of the limitations imposed by the Lease Agreement without the prior written consent of the Agency;
- (f) Lessee shall have sold, leased, transferred or otherwise disposed of all or substantially all of their interest in the Project Realty, except in connection with a transfer or other disposition to any corporation or other entity into or with which Lessee may be merged or consolidated or to any corporation or other entity which shall be an affiliate, subsidiary, parent or successor of Lessee or as otherwise permitted under the Lease Agreement;
- (g) Lessee shall have defaulted under the terms of the Head Lease, or Lease Agreement or under any document executed by Lessee in connection with the Straight Lease Transaction; or
- (h) An Event of Default shall have occurred under this Agreement or the Lease Agreement.



- (i) Lessee fails to make PILOT Payments as required.

For purposes of subparagraphs (e) and (f), an affiliate, subsidiary or parent shall mean any corporation or other entity which, directly or indirectly, controls or is controlled by or is under common control with Lessee. A successor of Lessee shall mean (i) a corporation or other entity into which or with which Lessee, its corporate successors or assigns, is merged or consolidated, provided that by operation of law or by effective provisions contained in the instruments of merger or consolidation, the liabilities of the entities participating in such merger or consolidation are assumed by the entities surviving such merger or created by such consolidation, or (ii) a corporation or other entity which acquires all or substantially all of the property and assets of Lessee and assumes all the obligations and liabilities of Lessee under any promissory notes issued in connection with the Project and under the Lease.

Notwithstanding the foregoing, a Recapture Event shall not be deemed to have occurred if the Recapture Event shall have arisen as a direct, immediate result of (i) a taking or condemnation by governmental authority of all or substantially all of the Project Realty, or (ii) the inability at law to rebuild, repair, restore or replace the Project Realty after the occurrence of a Loss Event (as that term is defined in the Lease Agreement) to substantially the same condition prior to such Loss Event, which inability shall have arisen in good faith through no fault on the part of Lessee or any affiliate.

Lessee covenants and agrees to furnish the Agency with written notification upon any Recapture Event or disposition of the Project Realty or any portion thereof, which notification shall set forth the terms of such Recapture Event and/or disposition.

In the event a Recapture of Benefits event shall occur, the Lessee shall pay to the Agency a sum equal to one percent (1%) of the Benefits recaptured as a result of the early termination of this Agreement.

The provisions of this Paragraph 17 shall survive the termination of this Agreement for any reason whatsoever, notwithstanding any provision of this Agreement to the contrary.

18. Lessee specifically understands and agrees that the benefits provided in this Agreement apply to the Project. Any additional construction by Lessee upon the Project Realty shall not be entitled to the benefits of this Agreement and upon the happening of such event without the prior written consent of the Agency, School District and Town, the additional construction on the Project Realty shall no longer be entitled to the Benefits provided in Paragraph 7 of this Agreement and Lessee shall thereafter make PILOT Payments for the additional construction in the manner and amounts as provided for in Paragraph 1 of this Agreement.

19. The County, Town and School District will provide all services to the Project which they would provide if the Project were subject to the payment of full taxes and all assessments and not exempt from any thereof.

20. Obligations arising out of this Agreement are solely the responsibility of Lessee and not the Agency and are payable out of receipts, funds or other monies of Lessee.

21. As security for the PILOT Payments or other payments required pursuant to this Agreement, Lessee shall obtain a direct pay letter of credit ("PILOT Letter of Credit") in an amount equal to the real estate taxes and school taxes which would be due and payable with respect to the first year of the PILOT Period if Lessee was the record owner of the Project.

PILOT Letter of Credit shall mean a letter of credit in favor of the PILOT Escrow Agent that (i) is issued by a bank authorized to do business in the State and whose long-term unsecured obligations are rated at least A- by Standard & Poor's Rating Services ("S&P") and A3 by Moody's Investors Service ("Moody's"), (ii) having at the time of delivery, a term of at least one year, (iii) authorizes the PILOT Escrow Agent to draw up to the full amount thereof upon receipt by the issuing bank (the "Issuing Bank") of a certification signed by the PILOT Escrow Agent that amounts payable by Lessee under this Agreement are past due, (iv) authorizes the PILOT Escrow Agent to draw up to the full amount thereof at any time during the fifteen-day period prior to the expiration thereof if the then-existing PILOT Letter of Credit has not been extended for a term of one year or replaced by a substitute PILOT Letter of Credit satisfactory to the PILOT Escrow Agent on or prior to such fifteen-day period and (v) authorizes the PILOT Escrow Agent to draw up to the full amount thereof if, within thirty (30) days following receipt by Lessee of notice from the PILOT Escrow Agent that the long-term unsecured obligations of the issuer of the PILOT Letter of Credit have fallen below A- by S&P or A3 by Moody's and Lessee shall not have delivered to the PILOT Escrow Agent a replacement PILOT Letter of Credit satisfactory to the PILOT Escrow Agent and the Agency.

The PILOT Escrow Agent's recourse against the PILOT Letter of Credit shall neither limit nor preclude the Agency, County, Town and School District from exercising any and all remedies available under this Agreement by reason of the failure of Lessee to make any payments due under Paragraph 6 or as elsewhere required in this Agreement. The PILOT Letter of Credit shall be in a form and provide for terms customarily provided in similar letters of credit and in a form satisfactory to the PILOT Escrow Agent and the Agency.

22. (a) Lessee shall at all times protect and hold the Agency, the County, Town and School District, and any director, member, officer, employee, servant or agent thereof and persons under the control or supervision of the Agency, County, Town and School District (collectively, the "Indemnified Parties" and each "Indemnified Party") harmless of, from and against any and all claims (whether in tort, contract or otherwise), demands, expenses and liabilities for losses, damage injury and liability of every kind and nature and however caused, and taxes (of any kind and by whomsoever imposed), other than, with respect to each Indemnified Party, losses arising from the gross negligence or willful misconduct of such Indemnified Party, resulting from, arising out of, or in any way connected with the execution and delivery by the Indemnified Party or Lessee, or performance by the Indemnified Party or Lessee, of any of their duties and obligations under this Agreement, or the enforcement of any of the terms hereof or the transactions contemplated hereby.

(b) Lessee agrees to indemnify and hold the Indemnified Parties harmless against any expense, loss, damage, injury or liability incurred because of any lawsuit commenced as a result of action taken by any Indemnified Party with respect to any of the matters set forth in this Agreement, including enforcement of any of the provisions of this Agreement.

23. This Agreement may not be modified, amended, supplanted or changed without the written consent of each of the parties hereto.

24. This Agreement may be executed by one or more parties in two or more counterparts each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

25. All notices, certificates or other communications hereunder shall be sufficient if sent (i) by registered or certified United States mail, postage prepaid, (ii) by a nationally recognized overnight delivery service, charges prepaid or (iii) by hand delivery, addressed, as follows:

- (a) if to the Agency, to the Chairperson, County of Rockland Industrial Development Agency, 67 North Main Street, 3<sup>rd</sup> Floor, New City, NY 10956 with a copy to the Executive Director of the Agency at the same address, and Montalbano, Condon & Frank, P.C., 67 North Main Street, New City, New York 10956; Attention: Brian J. Quinn, Esq.
- (b) if to SQ Properties, LLC and Diversified Glass & Storefronts, Inc. 4526 Bullard Avenue, Bronx, New York 10470; Attention: John G. Quinn
- (c) if to School District, to Pearl River School District 275 East Central Avenue, Pearl River5, New York 10965; Attention: Superintendent
- (d) if to Town, to Town of Orangetown 26 Orangeburg Road, Orangeburg, New York 10962; Attention: Supervisor
- (e) if to County, to County Office Building, 11 New Hempstead Road, New City, New York 10956; Attention: County Executive
- (f) if to PILOT Escrow Agent, to Town of Orangetown 26 Orangeburg Road, Orangeburg, New York 10962; Attention: Director of Finance

The Agency, County, Town, School District, Lessee may, by like notice, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice, certificate or other communication hereunder shall, except as may

expressly be provided herein, be deemed to have been delivered or given (i) five (5) Business Days following posting if transmitted by mail, (ii) one (1) Business Day following sending if transmitted by a nationally recognized overnight delivery service, or (iii) upon delivery if given by hand delivery; provided that refusal by an Authorized Representative of the intended recipient party to accept delivery of a notice given as prescribed above shall constitute delivery hereunder. Notices may also be given in compliance with this Agreement by telecopy, provided that the recipient party consents to the use of telecopy transmissions for giving of notices hereunder and receipt of any such telecopy transmission is confirmed by the transmitting party.

26. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York, without regard of giving effect to the principles of conflicts of law thereof.

27. The parties do hereby expressly waive all rights to trial by jury on any cause of action directly or indirectly involving the terms, covenants or conditions of this Agreement or any matters whatsoever arising out of, or in any way connected, with this Agreement and the venue for any such action shall be the Supreme Court of the State of New York, County of Rockland.

28. This Agreement shall become legal, valid, binding and effective upon each of the Agency, Lessee, the Town, the School District and the Town Assessor upon the execution and delivery of this Agreement by each of the Agency, Lessee, the Town, the School District and the Town Assessor, regardless of whether the County has executed this Agreement. Such date is referred to herein as the "Effective Date". This Agreement shall become legal, valid, binding and effective upon the County upon the execution and delivery of this Agreement by all of the foregoing and by the County.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed in their respective names on their behalf and attested by their duly authorized officers, all as of the day and year first above written.

ATTEST/WITNESS

**SQ PROPERTIES, LLC**

\_\_\_\_\_

By:

\_\_\_\_\_  
Name: John G. Quinn  
Title: Sole Member

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2019 before me, the undersigned, a notary public in and for said state, personally appeared **JOHN G. QUINN**, 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 the individual acted, executed the instrument.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on their behalf and attested by their duly authorized officers, all as of the day and year first above written.

ATTEST/WITNESS

**DIVERSIFIED GLASS & STOREFRONTS, INC.**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: John G. Quinn  
Title: President

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2019 before me, the undersigned, a notary public in and for said state, personally appeared **JOHN G. QUINN**, 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 the individual acted, executed the instrument.

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

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed in their respective names on their behalf and attested by their duly authorized officers, all as of the day and year first above written.

**TOWN OF ORANGETOWN**

ATTEST/WITNESS

\_\_\_\_\_

By:

\_\_\_\_\_  
Name: Chris Day  
Title: Supervisor

**TOWN OF ORANGETOWN - SUPERVISOR**

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2019 before me, the undersigned, a notary public in and for said state, personally appeared **CHRIS DAY**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on their behalf and attested by their duly authorized officers, all as of the day and year first above written.

ATTEST WITNESS:

**PEARL RIVER SCHOOL DISTRICT**

\_\_\_\_\_

By:

\_\_\_\_\_  
Name: Marco Pochintesta  
Title: Superintendent

**SCHOOL DISTRICT - SUPERINTENDENT**

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2019 before me, the undersigned, a notary public in and for said state, personally appeared **MARCO POCHINTESTA**, 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 the individual acted, executed the instrument.

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



**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed in their respective names on their behalf and attested by their duly authorized officers, all as of the day and year first above written.

**COUNTY OF ROCKLAND**

ATTEST/WITNESS

\_\_\_\_\_  
, Clerk to the  
Rockland County Legislature

By: \_\_\_\_\_  
Name: Edwin J. Day  
Title: County Executive

**COUNTY OF ROCKLAND – COUNTY EXECUTIVE**

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2019 before me, the undersigned, a notary public in and for said state, personally appeared **EDWIN J. 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 the individual acted, executed the instrument.

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

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed in their respective names on their behalf and attested by their duly authorized officers, all as of the day and year first above written.

ATTEST WITNESS:

\_\_\_\_\_

**COUNTY OF ROCKLAND  
INDUSTRIAL DEVELOPMENT  
AGENCY**

By:

\_\_\_\_\_  
Name: Steven H. Porath  
Title: Executive Director

**COUNTY OF ROCKLAND  
INDUSTRIAL DEVELOPMENT AGENCY**

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2019 before me, the undersigned, a notary public in and for said state, personally appeared **STEVEN H. PORATH**, 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 the individual acted, executed the instrument.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on their behalf and attested by their duly authorized officers, all as of the day and year first above written.

**ACCEPTED AND CONSENTED TO:  
PILOT ESCROW AGENT**

**Town of Orangetown  
Director of Finance**

By: \_\_\_\_\_  
Name: Jeffrey Bencik  
Title: Director of Finance

**DIRECTOR OF FINANCE – TOWN OF ORANGETOWN**

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

On the \_\_\_\_ day of \_\_\_\_\_n in the year 2019 before me, the undersigned, a notary public in and for said state, personally appeared **JEFFREY BENCIK**, 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 the individual acted, executed the instrument.

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

**EXHIBIT A**

**LEGAL DESCRIPTION**

**(See Attached)**

**EXHIBIT "B"**

## Schedule A Description

Underwriter No. **ORT-RO**  
Title Number **CRC-16590**

Page 1

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

**BEGINNING** at a point on the westerly right-of-way line of Olympic Drive, said point being distant N42-12-30E, 440.87 feet as measured in a northeasterly direction along the westerly right-of-way line of Olympic Drive from a point located at the northerly end of a curve connecting the westerly right-of-way line of Olympic Drive with the northeasterly right-of-way line of Corporate Drive; running thence

1. N47-47-30W, 807.10 feet along the northeasterly line of lands now or formerly of Csilleberg, Inc. (Tax Lot 73.19-1-3) and Vanilla Bean, Inc. (Tax Lot 73.19-1-2); thence
2. N26-04-55E, 274.48 feet along the easterly line of lands now or formerly of the Pearl River Sewer District (Tax Lot 73.15-1-17); thence
3. S64-42-03E, 747.91 feet along the southerly line of lands now and formerly of Daiken America, Inc. (Tax Lot 73.15-1-15); running thence along the westerly R.O.W line of Olympic Drive the following two (2) courses and distances:
4. S19-51-48E, 368.20 feet;
5. on a curve to the right, having a radius of 370.00 feet, an arc length of 144.30 feet to the point or place of **BEGINNING**.

**FOR INFORMATION ONLY, not insured hereunder:**  
Street address: 8 Olympic Drive, Orangeburg, NY 10962  
Tax Designation: (SWIS 392489) Section 73.15, Block 1, Lot 16

EXHIBIT "B"

Assm't Yr.	Tax. Assm't
2019	585,000
2020	585,000
2021	585,000
2022	682,500
2023	780,000
2024	828,750
2025	877,500
2026	926,250
2027	945,750
2028	945,750

*Year 11 return to full assessment value of 1,316,300*

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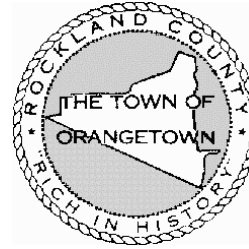
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**TOWN OF ORANGETOWN  
FINANCE OFFICE MEMORANDUM**

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**TO:** THE TOWN BOARD  
**FROM:** JEFF BENCIK, *DIRECTOR OF FINANCE*  
**SUBJECT:** AUDIT MEMO  
**DATE:** 05/17/19  
**CC:** DEPARTMENT HEADS



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The audit for the Town Board Meeting of 5/21/19 consists of 3 warrants for a total of \$1,975,559.28.

The first warrant had 1 voucher for \$2,983.75 and was for uniforms.

The second warrant had 42 vouchers for \$170,431.42 and was for utilities.

The third warrant had 345 vouchers for \$1,802,144.11 and had the following items of interest.

1. Applied Golf Blue Hill (p9) - \$126,250 for management fee.
2. Applied Golf Broadacres (p9) - \$59,500 for management fee.
3. Bauer Crowley (p11) - \$6,569.00 for insurance renewal.
4. Capasso and Sons (p20) - \$48,564.75 for recycling.
5. Crown Castle Fiber (p23) - \$6,470 for connectivity.
6. De Lage Landen (p25) - \$15,908.40 for golf cart leases.
7. ESC Environmental (p29) - \$7,716.80 for sewer chemicals.
8. Federal Eastern International (p30) - \$27,984.00 for Police vests.
9. Fleet Pump & Service Group (p33) - \$9,008.40 for pump repairs.
10. Goosetown (p40) - \$23,061.10 for Police equipment leases.
11. JP Morgan Equipment Finance (p45) - \$53,828.28 for Energy Performance contract.
12. Jesco (p50) - \$193,520.77 for Highway equipment (bonded).
13. Johnson Controls (p51) - \$8,782.50 for boiler repairs Town Hall.
14. Metro Ford Sales (p60) - \$33,527.45 for Parks vehicle (bonded).
15. NRP Group (p63) - \$5,766 for sewer chemicals.



16. NYS Dept. of Civil Service (p63) - \$764,049.19 for CSEA Healthcare benefits.
17. Pearl River "A" Club (p67) - \$8,000 for senior club contribution.
18. Rockland County Solid Waste (p76) - \$7,637.60 for debris removal.
19. Slack Chemical (p82) - \$9,453 for sewer chemicals.
20. Sprague Operating Resources (p84) - \$14,650.59 for fuel.
21. Storr Tractor Company (p87) - \$13,759.20 for Parks Equipment (bonded).
22. West Group (p95) - \$5,579.56 for legal publications.

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

Jeffrey W. Bencik  
845-359-5100 x2204