

DEPARTMENT OF PLANNING

Dr. Robert L. Yeager Health Center
50 Sanatorium Road, Building T
Pomona, New York 10970
Phone: (845) 364-3434 Fax: (845) 364-3435

Douglas J. Schuetz
Acting Commissioner

Richard M. Schiafo
Deputy Commissioner

January 22, 2025

Orangetown Town Board
20 Greenbush Road
Orangeburg, NY 10962

Tax Data:

Re: GENERAL MUNICIPAL LAW REVIEW: Section 239

Map Date:

Date Review Received: 12/20/2024

Item: *Define Family & Use Occupancy of Resident Dwelling (GML-24-0383)*

Local law to establish a more detailed definition of the word “family” under Chapter 43, Article XI, Section 11.2 (Definitions) and adopt Article XIX to be entitled “Illegal Occupancies.
Define Family & Use and Occupancy of Residential Dwellings
Throughout the Town

Reason for Referral:

County Highways, County Facilities, County Regulated Streams, County Parks, DEC Piermont Recreational Area, Long Path Hiking Trail, State Highways, State Facilities, NYS Thruway, State Parks, Towns of Clarkstown and Ramapo, Villages of Chestnut Ridge, Grand View-on-Hudson, Nyack, and Piermont, Palisades Interstate Parkway

The County of Rockland Department of Planning has reviewed the above item. Acting under the terms of the above GML powers and those vested by the County of Rockland Charter, I, the Commissioner of Planning, hereby:

Remand for Local Decision

The proposed action is deemed to have no significant county-wide or inter-community impact under New York State General Municipal Law § 239; therefore, the action is a local decision.

Define Family & Use Occupancy of Resident Dwelling (GML-24-0383)



Douglas J. Schuetz
Acting Commissioner of Planning

cc: Supervisor Teresa Kenny, Orangetown
New York - New Jersey Trail Conference
NYS Department of Environmental Conservation
NYS Department of Transportation
NYS Thruway Authority
Palisades Interstate Park Commission
Rockland County Div of Environmental Resources
Rockland County Drainage Agency
Rockland County Facilities Management
Rockland County Highway Department
Rockland County Planning Board
Town of Clarkstown Planning Board
Town of Ramapo Planning Board
Village of Chestnut Ridge Planning Board
Village of Grand View-on-Hudson Planning Board
Village of Nyack Planning Board
Village of Piermont Planning Board

*The review undertaken by the County of Rockland Department of Planning is pursuant to and follows the mandates of Article 12-B of the New York General Municipal Law. Under Article 12-B, the County of Rockland does not render opinions nor determine whether the proposed action reviewed implicates the Religious Land Use and Institutionalized Persons Act. The County of Rockland Department of Planning defers to the municipality referring the proposed action to render such opinions and make such determinations as appropriate under the circumstances.

In this respect, municipalities are advised that under the Religious Land Use and Institutionalized Persons Act, the preemptive force of any provision of the Act may be avoided (1) by changing a policy or practice that may result in a substantial burden on religious exercise, (2) by retaining a policy or practice and exempting the substantially burdened religious exercise, (3) by providing exemptions from a policy or practice for applications that substantially burden religious exercise, or (4) by any other means that eliminates the substantial burden.

Pursuant to New York State General Municipal Law §§ 239-m and 239-n, the referring body shall file a report of final action it has taken with the County of Rockland Department of Planning within thirty (30) days after final action.

**LOCAL LAW NO. __ OF 2024, AMENDING
ARTICLE XI OF CHAPTER 43 (ZONING) OF THE
CODE OF THE TOWN OF ORANGETOWN SO AS
TO AMEND THE DEFINITION OF FAMILY**

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

As amended, additions are underlined, ~~deletions are stricken.~~]

Section 1 - Recitals and Legislative Intent.

It is hereby found that, in accordance with the objectives as set forth in the Town of Orangetown’s (“Town”) 2023 Comprehensive Plan, changes to the existing Town Code are necessary in order to provide a clear guideline to achieve such objectives. Among such objectives is to preserve the character of residential neighborhoods by providing for a more detailed definition of a “family” that is consistent with preserving the character of residential neighborhoods in a manner that is consistent with long established precedent in the State of New York, and the practice of the Town of Orangetown.

Section 2 - The definition of the word “family,” set forth in § 11.2 (Definitions) of Article XI (Definitions and Word Usage), of Chapter 43 (Zoning), of the Code of the Town of Orangetown, is amended to read as follows:

FAMILY

- (a) One person or a group of persons occupying a dwelling unit and living together in, and operating as a single nonprofit housekeeping unit ~~and operating as the functional equivalent of a “family”~~;
- (b) It shall be presumptive evidence that three or more persons living in a single dwelling unit, who are not related by blood, marriage or legal adoption, do not constitute a single housekeeping unit.
- (c) In determining whether persons are living together as a single housekeeping unit, the following criteria must be met :
 - (1) The group of persons is one which, by its size, appearance, structure and function, resemble a “family” unit as customarily defined outside of this code.
 - (2) The group of persons must share the entire dwelling unit, and live and cook together as a single nonprofit housekeeping unit. A dwelling unit, in which the various occupants act as separate roomers, shall not be deemed to be occupied as a single housekeeping unit.
 - (3) The group of persons share expenses for food, rent or ownership costs, utilities, and other household expenses.
 - (4) The group of persons is non-transient and stable. Evidence of being non-transient and stable includes, but is not necessarily limited to:

- (i). The presence of minor dependent children regularly residing in the household and who are enrolled in local schools.
 - (ii). Members of the group have the same address for purposes of voter's registration, driver's license, motor vehicle registration and filing of taxes.
 - (iii). Members of the group are employed in the area.
 - (iv). The members of the group have been living together as a single housekeeping unit for a year or more, whether in the current dwelling unit or other dwelling units.
 - (v). There is common ownership, among the members of the group, of furniture and appliances.
 - (vi). The group of persons is not transient or temporary in nature.
- (5) Any other factor reasonably related to whether the group of persons is occupying the dwelling as a single housekeeping unit.

Section 3 - Item numbered 2, under Column 5 (General Accessory Uses), of 43 Attachment 1 entitled "Table of General Use Regulations (§ 3.11) R-80 District (Part 1)," of Chapter 43 (Zoning), of the Code of the of the Code of the Town of Orangetown, is amended to read as follows:

Keeping not more than ~~2~~ 1 non-transient boarder or roomer.

Section 4 - Adoption of a new Article XIX, of Chapter 43 (Zoning), of the Code of the Town of Orangetown, to be entitled "Illegal Occupancies."

A new Article XIX, of Chapter 43 (Zoning), of the Code of the Town of Orangetown ("Orangetown Code"), to be entitled "Illegal Occupancies," is hereby inserted into the Orangetown Code to read as follows:

Article XIX. Illegal Occupancies

§ 19-1. Legislative Intent; purpose.

The Town of Orangetown ("Town") hereby finds that there exists serious conditions in the Town arising from the rental of dwelling units that are substandard, inadequate in size, overcrowded and/or dangerous and/or in violation of Local, County and/or State laws and codes, and that the rental of such dwelling units poses a significant threat to life, health and property of Town residents, and their guests and invitees, and others, and tends to promote, and encourage, deterioration of housing within the Town, contributes to excessive motor vehicle traffic and parking problems, and overburdens, and has a detrimental effect upon, municipal services. The Town Board finds that the current Orangetown Code provisions are inadequate to adequately deter, and/or eliminate, the existence of such dwelling units, and that adequate local legislation regulating these occupancies is required to promote and preserve the public health, safety and welfare, and the good order and governance of the Town. The enactment of the regulations set

forth in this Article, which regulations are remedial in nature and effect, shall result in enhancing the public health, safety and welfare, and the good order and governance of the Town.

§ 19-2. Scope.

This Article shall apply to all real property located within the Town, whether or not the use and occupancy thereof shall be permitted under the applicable use regulations for the Zoning District in which such real property is located.

§ 19-3. Applicability.

The provisions of the Article shall be deemed to supplement applicable Local, County and State laws, ordinances, codes and regulations. Nothing in this Article shall be deemed to abolish, impair, supersede or replace existing remedies of the Town, the County or the State, or existing requirements of any other provision of Local Law or Ordinance of the Town, or of the County or the State; in situations where there is a conflict between any provisions of this Article and any applicable State, County or Local Law, ordinance, code or regulation, the more restrictive provision or requirement shall prevail.

§ 19-4. Illegal occupancy.

It shall be unlawful to occupy, or to allow, consent or cause to be occupied, or to assist or abet in the occupancy of, a dwelling unit in the Town under circumstances where the number of occupants exceeds the permitted number of occupants.

A. Presumptions of illegal occupancies in single (or one) family dwellings.

(1) In all civil and criminal prosecutions brought for the enforcement of code provisions with respect to illegal occupancies, there shall be a rebuttable presumption that a single (or one) family dwelling unit is occupied by more than one family if any two or more of the following features are found to exist on the premises by the Town’s Office of Building, Planning and Zoning Administration and Enforcement (“OBZPAE”), which shall include the Building Inspectors, Fire Inspectors and/or Code Enforcement Officers (a/k/a Code Enforcement Officials or Code Enforcers), authorized to enforce, or investigate, violations of the Orangetown Code, or any laws, codes, rules and regulations of the State of New York (hereinafter such Inspectors, Officers and Officials may be referred to as “Code Enforcers”):

- (a) More than one mailbox, mail slot, or post office address, or any combination thereof.
- (b) The number of exterior doorways exceeds the number permitted by the most recently approved site development plan(s), and/or architectural drawing(s),

or any subsequent variances that may have been granted by the Town's Zoning Board of Appeals.

- (c) More than one natural gas meter.
 - (d) More than one electric meter.
 - (e) More than one water meter.
 - (f) More than one connecting line for cable television/internet service, or a "split" cable television/internet line not authorized by the cable company to be split.
 - (g) More than one satellite antenna, satellite dish, or similar satellite receiving equipment.
 - (h) More than one exterior telephone line.
 - (i) Separate entrances for segregated parts of the dwelling unit, including, but not limited to, bedrooms.
 - (j) Partitions, or internal doors, with "key locks" that can serve to bar access between segregated portions of the dwelling unit, including, but not limited to, bedrooms.
 - (k) Separate written, or oral, leases or rental agreements or arrangements, including, but not limited to, separate payments, or agreements or arrangements, to pay for occupancy of portions of the dwelling unit, between the owner(s) of the real property and its occupants.
 - (l) The inability of any occupant to have lawful access to all parts of the dwelling unit.
 - (m) Two or more kitchens, unless approved by OBZPAE with a Certificate of Occupancy granted.
 - (n) Any entrance which has not been set forth on any architectural or engineering plans or drawings approved by, and on file with, OBZPAE.
 - (o) Two or more motor vehicles parked on the dwelling lot registered to persons with two or more different surnames.
- (2) In addition to the foregoing, it shall also be a rebuttable presumption of an illegal occupancy if a portion of a single (or one) family dwelling has been advertised, or listed or published with any newspaper, magazine, local advertising publication, or real estate broker or agent, whether physically published or printed, or posted online on the internet, as being available for sale or rent or lease, or has been orally advertised as being available for rent or lease.

B. Presumptions of illegal occupancies in multiple-family dwellings.

- (1) In all civil and criminal prosecutions brought for the enforcement of code provisions with respect to illegal occupancies, there shall also be a rebuttable presumption that a multiple-family dwelling unit is occupied by more than the permitted number of families if any two or more of the following circumstances are found to exist at the premises by a Code Enforcer:
 - (a) The number of mailboxes, mail slots or post office addresses exceeds the number of permitted families.

- (b) The number of doorbells, or exterior entrance doorways, exceeds the number of permitted families.
 - (c) The number of natural gas meters exceeds the number of permitted families.
 - (d) The number of electric meters exceeds the number of permitted families.
 - (e) The number of water meters exceeds the number of permitted families.
 - (e) The number of connecting lines for cable television/internet service exceeds the number of permitted families.
 - (f) The number of satellite antennas, satellite dishes, or similar satellite receiving equipment, exceeds the number of permitted families.
 - (g) The number of exterior telephone lines exceed the number of permitted families.
 - (h) The number of kitchens, each containing one, or more, of the following: a refrigerator, sink and/or range/cooktop, oven, hotplate, microwave, or other similar devices customarily used for cooking or the preparation of food, exceeds the number of permitted families.
 - (i) The number of motor vehicles parked on the dwelling lot, registered to persons with different surnames, exceeds the number of permitted families.
 - (j) The number of entrances for segregated parts of the dwelling unit(s), including, but not limited to, bedrooms, exceeds the number of permitted families.
 - (k) Partitions, or internal doors, with "key locks" that can serve to bar access between segregated portions of the dwelling unit(s), including, but not limited to, bedrooms.
 - (l) Separate written, or oral, leases or rental agreements or arrangements, including, but not limited to, separate payments, or agreements or arrangements, to pay for occupancy of portions of the dwelling unit, between the owner(s) of the real property and its occupants.
 - (m) The inability of any occupant to have lawful access to all parts of the dwelling unit(s).
 - (n) Any entrance which has not been set forth on any architectural or engineering plans or drawings approved by, and on file with, OBZPAE.
- (2) In addition to the foregoing, it shall also be a rebuttable presumption of an illegal occupancy if a portion of a multiple-family dwelling has been advertised, or listed or published with any newspaper, magazine, local advertising publication, or real estate broker or agent, whether physically published or printed, or posted online on the internet, as being available for sale or rent or lease, or has been orally advertised as being available for rent or lease, for a number of families in excess of the permitted number of families.

C. Verified statement. If any two or more of the elements set forth in the above subsections A(1) or B(1) are found to exist on the premises by a Code Enforcer, the Code Enforcer may request that the owner of the building, or dwelling, provide a verified statement that the building, or dwelling unit(s), is/are in compliance with all of the provisions of the Orangetown Code, the New York State Uniform Fire Prevention and Building Code (Title 19 of the New York Codes, Rules and Regulations), and the

sanitary and housing regulations of the County of Rockland. If the owner fails to submit such verified statement, in writing, to the Code Enforcer within 10 days of such request, such shall be deemed a violation of this Article.

- D. Owner's right to inspection and report upon demand. A person charged with a violation of this Article may demand an inspection by OBZPAE of the subject premises to rebut any of the presumptions hereunder. Such demand shall be in writing, and addressed to a Code Enforcer. The Code Enforcer shall prepare a report of the findings of the inspection, together with photographs, if appropriate.
- E. Presumptive evidence that dwelling unit is rented or leased. The presence, or existence, of any of the following shall create a presumption that a dwelling unit is rented or leased:
- (1) The dwelling unit is occupied by someone other than the owner, and the owner of the dwelling unit represents, in writing or otherwise, to any person, establishment, business, institution or government agency, that he resides at an address other than the dwelling unit in question.
 - (2) Persons residing in the dwelling unit represent that they pay rent to the owner, or an agent or manager of the owner, of the dwelling unit.
 - (3) Utilities, cable, telephone, or other services, are in place, or are requested to be installed, or used at the dwelling unit, in the name of someone other than the owner.
 - (4) Testimony by a witness that it is common knowledge in the community that a person other than the owner resides in the dwelling unit.
- F. Presumptions rebuttable by conclusive evidence. Any and all of the presumptions of non-compliance, or violations, raised by proof of the existence of any such conditions or circumstances, as set forth in this Article, may be rebutted, but only by conclusive evidence that such conditions or circumstances do not, in fact, exist, or that such conditions or circumstances, or the dwelling unit or the occupancy thereof, in fact, comply with the codes.

§ 19-5. Penalties for offenses.

Any natural person, business entity, company, association or organization who shall violate any of the provisions of this Article shall be punishable by a penalty as set forth in Chapter 41A of the Orangetown Code.

§ 19-6. Nonpayment of penalties.

Should the aforesaid penalties not be paid within 30 days of being sentenced by a Town Justice, and after notice of said failure to pay is sent to the violator by U.S. Postal Service First Class

Mail, then the real property that is the subject of such judicial sentence shall be assessed against the record owner of the property; and the penalties so assessed shall constitute a lien and charge on such real property on which it is levied until paid, or otherwise satisfied or discharged, and shall be collected in the same manner, and at the same time, as Town property taxes and charges.

§ 19-7. Enforcement.

- A. The Director of OBZPAE, and/or any Code Enforcer, and/or any of their deputies and/or assistants, shall be responsible for investigating, and documenting, violations of any case of illegal occupancy within the Town.
- B. Prosecutions for violations of this Article may be instituted in the Town Justice Court, or any other court of competent jurisdiction.
- C. The Orangetown Town Attorney may institute an action in the Supreme Court of the State of New York, County of Rockland, for appropriate injunctive relief pursuant to New York State Town Law.

Section 5 - Severability.

If any part or provision of this Local Law, or the application thereof to any person or circumstance, is adjudged invalid or unconstitutional by a court of competent jurisdiction, such judgment shall be confined in its operation to the part, provision or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this Local Law, or the application thereof to other persons or circumstances. The Town Board of the Town of Orangetown hereby declares that it would have enacted the remainder of this Local Law even without any such invalid or unconstitutional part, provision or application.

Section 6 - Effective Date.

This Local Law shall take effect immediately upon the filing of a copy with the NYS Secretary of State in the manner prescribed by NYS Municipal Home Rule Law §27.

LOCAL LAW NO. ___ - 2025 OF THE TOWN OF ORANGETOWN,
AMENDING TOWN CODE CHAPTER 11 DUMPING AND TRESPASS, SECTION 11.3-2,
FOOD SCRAPS and SECTION 4(B), VIOLATIONS AND PENALTIES OF THE CODE OF THE
TOWN OF ORANGETOWN

Section 1. As amended, **additions are underlined.** Be it enacted by the Town Board of the Town of Orangetown as follows:

11-3.2 Disposal of food scraps.

A. In an effort to reduce the level of methane and other pollutants in the environment as well as the number of components in the Municipal Solid Waste stream, the Town has installed food scrap bins at the disposal of residents at 119 Route 303 and Jim Dean Drive, Orangeburg, New York and at 63 Catherine Street, Nyack, New York. Food scraps are defined as: Fruits and vegetables (without stickers, bands, and ties); meat and poultry, (including bones); fish and shellfish (including shells); dairy products; bread; pasta; rice; rice; grains; eggs and eggshells; chips; snacks; beans; nuts; seeds; leftover and spoiled food; coffee grounds (including paper filters); tea bags (without staples); cut flowers

B. No person shall use any of the Town food scrap bins to throw, dump or deposit or place within, or cause to be thrown, dumped or deposited or placed within any items that are not food scraps as defined above, including but not limited to plastic bags; compostable or biodegradable bags; packaging; stickers; rubber bands; twist ties; pet waste; baby wipes; foil; paper plates; paper towels; plastic; glass; metal or kitchenware. Food scraps shall be placed in Rockland Green's compostable bags prior to discarding.

§ 11-4. Violations and penalties.

A. Punishment. Any person who commits or permits any violation of the provisions of this ordinance shall be guilty of a violation of this ordinance and upon conviction shall be subject to a fine penalty as set forth in Article 41A of the Town Code. ~~of not more than \$1,000 or imprisonment not exceeding 15 days, or both such fine and imprisonment.~~

B. In addition to the above provided penalties and punishment, the Town Board may also maintain an action in the name of the Town in any court of competent jurisdiction to compel compliance with or to restrain by injunction the violation of this ordinance.

Section 2. Authority.

This proposed Local Law is enacted and adopted pursuant to NYS Municipal Home Rule Law §10, and in accordance with the procedures prescribed in NYS Municipal Home Rule §20.

Section 3. - Severability.

If any part or provision of this Local Law, or the application thereof to any person or circumstance, is adjudged invalid or unconstitutional by a court of competent jurisdiction, such judgment shall be confined in its operation to the part, provision or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this Local Law, or the application thereof to other persons or circumstances. The Town

Board of the Town of Orangetown hereby declares that it would have enacted the remainder of this Local Law even without any such invalid or unconstitutional part, provision or application.

Section 4. - Effective Date.

This Local Law shall take effect immediately upon the filing of a copy with the NYS Secretary of State in the manner prescribed by NYS Municipal Home Rule Law §27.

**LOCAL LAW NO. __ OF 2025,
AMENDING CHAPTER 18A HISTORICAL AREAS OF BOARD REVIEW AND CHAPTER
2 OF ARCHITECTURE AND COMMUNITY APPEARANCE BOARD OF REVIEW OF THE
CODE OF THE TOWN OF ORANGETOWN TO PROVIDE FOR FIVE BOARD MEMBERS
OF HAVOR AND AUTHORIZE HAVOR TO REVIEW BUILDING PERMIT
APPLICATIONS IN HISTORIC DISTRICT IN LIEU OF ACABOR REVIEW**

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

As amended, additions are underlined, ~~deletions are stricken.~~]

Section 1 – Chapter 18A of the Code of the Town of Orangetown entitled Historical Areas Board of Review (HAVOR) is amended to read as follows:

§ 18A-2. Board of Review established; terms of office. [Amended 1-11-1982 by L.L. No. 1-1982; 12-17-2013 by L.L. No. 3-2013]

There is hereby created in the Town of Orangetown a Board of Review which shall be known as the "Orangetown Historical Areas Board of Review." This Board shall perform all duties and functions delegated to it by this chapter and as authorized elsewhere in the Town Code, ~~and as well as~~ all duties and functions delegated to a board of review by any local law which establishes a historical area in any portion of the unincorporated part of the Town of Orangetown.

- A. Any member presently serving out a term of office on the Historical Areas Board of Review shall continue as a member of this Board and shall serve to the end of his/her term of office as if he/she had first been appointed to this Board.
- B. One member shall be appointed for a term of one year; one member shall be appointed for a term of two years; two members shall be appointed for a term of three years; and three members shall be appointed for a term of four years. Thereafter, the terms of office of the members shall be fixed so that a member's term does not exceed five years.
- C. Any vacancy occurring before the end of the term of any member shall be filled by the Town Board by appointment for the remainder of the expired term.
- ~~D. The Historical Areas Board of Review may elect its own~~ Town Board shall appoint the ~~Chairman-~~ person who shall serve a one-year term ending December 31 of the year. ~~Any member elected-~~ Chairman may succeed himself or herself.

§ 18A-3. Qualifications of Board members. [Amended 3-9-1987 by L.L. No. 2-1987; 12-17-2013 by L.L. No. 3-2013]

- A. The Historical Areas Board of Review shall consist of ~~seven~~ five members to be appointed by the Town Board.
- B. Any member presently serving on the Historical Areas Board of Review as of the date of this chapter shall continue as members of this Board, and his or her term of office shall continue as if he or she had first been appointed to this Board.
- C. The Town Board shall appoint one member who shall be a resident of the Hamlet of Palisades.
- D. The Town Board shall appoint one member who shall be a resident of the Hamlet of Tappan.
- ~~E. The Town Board shall appoint one member who shall be a licensed and registered New York State architect.~~
- E. At least one member appointed by the Town Board shall be a member in good standing of a recognized

historical or preservation society operating within Rockland County.

F. The remaining members appointed by the Town Board shall be residents of the Town of Orangetown.

§ 18A-4. Quorum.

~~Four~~ Three members of the Board shall constitute a quorum, ~~except that any matter relating to a particular historical area may be considered only if a member from that historical area is present as part of the quorum.~~ A majority of the members present shall be required for a determination of any matter presented, but in no event shall a majority be less than ~~four~~ three.

Section 2. Chapter 2 of the Code of the Town of Orangetown entitled Architecture and Community Appearance Board of Review (ACABOR), is amended to read as follows

§2-4 To review applications for building permits.

A. Every application for a building permit for the construction, reconstruction or alteration of any structure in excess of 1,000 cubic feet of cubical contents proposed for construction, and every application for the development or subdivision of land, and any such application for a building permit, land use or any other development with the Town of Orangetown filed with the Town Board, Planning Board or Building Inspector shall be referred to the Architecture and Community Appearance Board of Review (ACABOR) within seven days of the submission of the application, provided that it conforms in all respects to all other applicable laws and ordinances. This law shall not apply to an application for a single- or two-family residence or residential accessory structure on individual property, except that the Building Inspector, in his discretion, may refer such an application to the Board of Review if it appears, in the light of the standards set forth in § 2-5, that there is a need for such referral. Notwithstanding the foregoing, any property located within an Historic Area as defined in Chapter 12 shall be referred to the Historical Areas Board of Review (HABOR) for review of the application under the provisions of this Chapter, in lieu and in place of a referral to the ACABOR referenced above, including for review of any signs located in an Historic Area, as set forth in §2-5(B)(5) of this Chapter.

Section 3. Authority

This proposed Local Law is enacted and adopted pursuant to NYS Municipal Home Rule Law §10, and in accordance with the procedures prescribed in NYS Municipal Home Rule §20.

Section 4. Severability

If any section, subdivision, paragraph, clause or phrase of this Local Law shall be adjudged invalid, or held to be unconstitutional, by any court of competent jurisdiction, any judgment or order made thereby shall not affect the validity of this Local Law as a whole, or any part thereof, other than the part or provision so adjudged to be invalid or unconstitutional.

Section 5. Effective Date

This Local Law shall take effect upon publishing and posting a copy in the manner prescribed by applicable laws, and upon filing a copy with the NYS Secretary of State.

Town of Orangetown

Town Hall 26 Orangeburg Road • Orangeburg, NY 10962
Telephone: (845) 359-5100 ext. 2261 • Fax: (845) 359-2623
website: www.orangetown.com



Sanitation Commission

Charles H. "Skip" Vezzetti
Chairman


Commissioners

Bill Beckmann
Christopher Huber
Denis O'Donnell
Thomas Simeti, Esq.

DATE: January 7, 2025

TO: Teresa Kenny, Supervisor

CC: Gerry Bottari, Councilman
Brian Donohue, Councilman
Dan Sullivan, Councilman
Paul Valentine, Councilman

FROM: Charles H. Vezzetti, Chairman 

RE: Appoint Clerk to the Sanitation Commission

Please place the following resolution on the January 28, 2025 Town Board Meeting Agenda.

Upon the recommendation of Charles H. Vezzetti, Chairman of the Sanitation Commission;

**APPOINT/ STEPHEN MUNNO/ CLERK TO THE SANITATION COMMISSION 2025/
ONE-YEAR TERM**

Resolved, that STEPHEN MUNNO is hereby appointed Clerk to the Sanitation Commission for a term of one-year, commencing January 1, 2025 and expiring on December 31, 2025.

Revize Custom Design Web Services Sales Agreement

This Sales Agreement is between Orangetown, New York (“CLIENT”) and Revize LLC, aka Revize Software Systems, (“Revize”). Federal Tax ID# 20-5000179 Date: 1-24-2024

CLIENT INFORMATION:	REVIZE LLC:
Client Name: <u>Orangetown, New York</u>	Revize Software Systems
Client Address: <u>26 W. Orangeburg Road</u>	150 Kirts Blvd., Suite B
Client Address 2: _____	Troy, MI 48084
Client City/State/Zip: <u>Orangetown, NY 10962</u>	248-269-9263
Contact Name: <u>Allison Kardon – Assist. to Super.</u>	Client Website Address: <u>www.orangetown.com</u>
<u>akardon@orangetown.com</u>	
<u>845-359-5100 x2293</u>	
<u>Matt Lenihan – IT</u>	
<u>mlehan@orangetown.com</u>	
Billing Dept. Contact: <u>Janice Ganley – Finance</u>	
<u>jganely@orangetown.com</u>	

The CLIENT agrees to purchase the following products and services provided by REVIZE:

Phase 1: Project Planning and Analysis, SOW	\$500
Phase 2: Discovery & Design from scratch - One concept, three rounds of changes, home page design, and inner page design, includes Responsive Web Programming for great viewing on mobile screens.	\$1,025
Phase 3 & 4: Revize Template Development - Set-up all CMS modules listed on the following page with I-framing or linking to any additional 3rd party web applications. You also receive all updates to all CMS modules for the life of your Revize relationship. You own the technology, design and content!	\$3,725
Phase 5 & 6: Q/A Testing, Accessibility and Custom Applications	\$750
Phase 7: Site map development/content reorganization and migration from old website into new website including spell checking and style corrections – up to 450 webpages and documents (approximate amount on your website today, does not include documents per client request). To help remove stale content, Revize will not be moving over old announcements, events or calendar items. Additional content migration, if requested, is available for \$3 per webpage and document.	\$1,350
Phase 8: Content editing and site administration training via web conference (one day session up to 8 hours)	\$500
Go live!	Included
Custom Website Design Subtotal	\$7,850
Revize Annual Maintenance Fee (1st Year pre-paid during site development)	
Includes Unlimited Tech Support, CMS software updates (for 5 users), security software updates, SSL security certificates, hosting and maintenance with website health checks. Website hosting Included free of charge (15 GB storage space, 100GB monthly bandwidth limit):	\$2,100/yr
Alert Center with E-mail and Text Notifications	
Annual Hosting and Maintenance Fee:	\$900/yr
Scheduled Additional Manual ADA Compliance Scans	
Annual Hosting and Maintenance Fee	\$1,500/yr

Up to 2 comprehensive scans per year upon client request. Up to 4 hours of included developer time for requested changes; additional content management required for compliance may require additional fees dictated by scope of work required (billed at \$125/hr upon client approval)

Custom Website Design Annual Subtotal **\$4,500/yr**

Grand Total (1st Year) **\$12,350**
5-Year Agreement

Terms:

1. Five-year agreement. Revize will provide a free redesign beginning in year 5 after 4 completed years of service.
2. Payments: All Invoices are due according to the due date on forthcoming invoice. All sent invoices will be due on a net 30 business day billing cycle.
3. Revize requires payments to be made according to the payment schedule listed on agreement.
4. Additional content migration, if requested, is available for \$3 per web page or document.
5. Additional bandwidth is available at \$360 per year for each additional 50GB per month.
6. This agreement is the only legal document governing this sale & the proper jurisdiction and venue for any legal action or dispute relating to this Agreement shall be the State of New York, County of Rockland.
7. Revize requires a 3-month written termination notice in advance before the next contract renewal date. If client cancels this sales agreement with or without cause before contract expiration, client will be required to pay remaining balance of custom website design costs remaining from site development (\$12,350), with credit for any previous payments made, and the parties shall have no further rights or obligations with respect to this agreement thereafter.
8. Agreement will automatically renew annually after initial contract term at base annual rate (\$4,500/yr) unless either party gives notice of intending for redesign or cancellation.
9. Both parties must agree in writing to any changes or additions to this Sales Agreement.
10. The CLIENT understands that project completion date is highly dependent on their timely communication with Revize. CLIENT also agrees and understands that;
 - a. The primary communication tool for this project and future tech support is the Revize customer portal found at <https://support.revize.com>.
 - b. During the project, the CLIENT will respond to Revize inquiries within 48 hours of the request to avoid any delay in the project timeline.
 - c. The CLIENT understands that project timelines will be delayed if they do not respond to Revize inquiries in a timely manner.
11. The CLIENT owns the design, content, and will receive software updates to the CMS for the life of the contract.
12. Unless otherwise agreed, Revize does not migrate irrelevant records, calendar events, news items, bid results, low quality images, or data that can reasonably be considered non-conforming to new website layout.

Video/Audio files are not permitted to be uploaded to web server directly; Revize offers streaming video server at additional cost.

13. Revize expects to complete phase 7 (training) of this project within 21-27 weeks from the date of the project kickoff meeting. Upon completion of phase 7 it is the CLIENT's responsibility to decide when to go live with the website. The CLIENT's decision to delay go-live for any reason, unrelated to a functional defect making the site inoperable, does not constitute breach of contract on the part of Revize. The CLIENT understands that it is incumbent upon the CLIENT to respond to Revize requests in a timely manner. The CLIENT further understands that any timeline delays due to their lack of timely communication do not constitute a breach of contract on the part of Revize.

Revize Website Project & Services Payment Plan Schedule

Payment Amount	Due Date	Payment Includes
\$ 6,070	2/24/2025	20% of Project Cost + Year 1 Annual Hosting & Maintenance
\$ 6,070	2/24/2026	20% of Project Cost + Year 2 Annual Hosting & Maintenance
\$ 6,070	2/24/2027	20% of Project Cost + Year 3 Annual Hosting & Maintenance
\$ 6,070	2/24/2028	20% of Project Cost + Year 4 Annual Hosting & Maintenance
\$ 6,070	2/24/2029	20% of Project Cost + Year 5 Annual Hosting & Maintenance Free Redesign!
\$ 4,500	Each year past contract expiration date until redesign or termination as dictated by CLIENT	Year 6 and Beyond Annual Hosting & Maintenance (until redesign or termination of contract as dictated by CLIENT)

AGREED TO BY:

CLIENT

REVIZE

Signature of Authorized Person:

Name of Authorized Person:

Title of Authorized Person

Date:

Shawn C. Stewart

Account Manager

Please sign and return full sales agreement to: shawn@revize.com Fax 1-866-346-8880

ADA Compliance Disclaimer:

Revize designs and develops all websites to be ADA Compliant according to the WC3 Consortium's Web Content Accessibility Guidelines according to the 2.1 AA Level

Custom Design Website Features Included

In addition to the Government Content Management System that enables non-technical staff to easily and quickly create/update content in the new web site, Revize provides a suite of applications and features specifically designed for government. The applications and features are grouped into five categories:

VISITOR'S COMMUNICATION CENTER APPS

- Home Page Alert
- Document Center with keyword search
- Staff/Listing Directory with keyword search
- FAQs with keyword search
- Job Posting with keyword search
- RFP/RFP Bid Posting
- **E-Notify Alert Center with E-mail and Text Notifications**
- News Center with Facebook/Twitter/etc. Integration
- "Share This" Social Media App
- Photo Galleries
- Quick Link Buttons
- New Revize Web Calendars with monthly grid and listing view
- Sliding Feature Bar
- Language Translator - over 95 languages

VISITOR'S ENGAGEMENT CENTER APPS:

- Request Center Form with Captcha
- RSS Feed
- Online Bill Pay via Third Party Provider (if required)

MOBILE DEVICE AND ACCESSIBILITY FEATURES

- ADA Compliant WCAG 2.1AA
- ADA Accessibility Widget
- Responsive Website Design (RWD) - for great Mobile Device viewing i.e SMART phones, PC Tablets, iPads, iPhones, Windows and Android devices

STAFF PRODUCTIVITY APPS

- Image Manager
- iCal Integration
- Link Checker
- Menu Manager
- CMS Web Form Builder with drag & drop text fields
- Website Content Archiving
- Website Content Scheduling
- New Agenda/Minutes Listing Module

SITE ADMIN & SECURITY APPS

- Audit Trail
- Drag and Drop Menu Management
- Drag and Drop Picture Management
- Drag and Drop Document Management
- History Log
- URL Redirect Setup
- Roles and Permission-based Security Mode
- Secure Site Gateway
- SSL Security Certificate
- Unique Login/Password for each Content Editor
- Web Statistics and Analysis with Google Analytics
- **Bi-Annual Manual ADA Compliance Scans**

Service Level Agreement

Revize Maximum Response Times via Severity Level

Crisis issues, determined by Revize, are defined as when a website error renders the CMS program or website completely unusable or nearly unusable or introduces a high degree of operational risk and no workaround is available. Until this error is resolved, the website is essentially halted. A large number of users and or core program functionality are severely impacted.

Critical issues are defined as website errors that are an inconvenience, or causes a inconsistent behavior of the website, which does not impede the normal functioning of the website. It could be an error that occurs consistently and affects non-essential functions and is an inconvenience which impacts a small number of users. May also contain visual errors for the graphical display of the website that is not ideal but still functioning correctly.

Normal issues are defined as an error that has a small degree of significance or is a minor cosmetic issue, or is a one-off case. A one-off case occurs when the error occurs and cannot be reproduced easily. These are errors that do not impact the daily use of the website. A low error is something that does not affect normal use, and can be accepted for a period of time, but the ser would eventually want changed.

- 1 hour for crisis issues
- 4-6 hours for critical issues
- 24 hours for normal issues

Technical Support Escalation:

If an issue cannot be remedied by the Tech Support technician within 3 days, it will be escalated to the CTO, Ray Akshaya. If the problem is not resolved within 3 business days, then the Business Development Director, Joseph Nagrant, will assemble a team to work on the issue and have a conference call with the client explaining the resolution path the company will take to resolve the issue. If additional time is needed, the Business Development Director will contact the client and notify the client with an explanation and a follow up date as agreed by both the client and Revize.

Revize Support

- 8 a.m. – 8 p.m. EST Phone Support (Monday thru Friday)
- 24/7/365 Portal & Email Support
- Dedicated support staff to provide assistance and answer all questions
- Training refreshers
- Video tutorials and online training manual

CARETAKER MAINTENANCE AGREEMENT
For NIKE PARK
Between
TOWN OF ORANGETOWN
And
LOUIS CAPUTO, CARETAKER
FOR YEAR 2025

THIS CARETAKER MAINTENANCE AGREEMENT, is made the ____ day of _____, 2025, by and between the TOWN OF ORANGETOWN, a municipal corporation, in the State of New York, with its office and principal place of business in the Town Hall, 26 Orangeburg Road, Orangeburg, New York, party of the first part, hereinafter referred to as the "TOWN" and LOUIS CAPUTO, party of the second part, hereinafter referred to as, "CARETAKER."

W I T N E S S E T H :

WHEREAS, the Town is the owner of certain property located at 2 Nike Lane, Orangeburg, New York, (with a mailing address at 2 Nike Lane, Nyack, New York) on the Nike Park property in Orangeburg, New York.

WHEREAS, the Town wants to save the Property from disrepair by entering into an agreement for repair, renovation, maintenance and upkeep that will in the short-run secure and weather proof the structure, and in the long-run, repair and restore and aesthetically improve the Property.

WHEREAS, the Town desires to protect the property from vandalism and theft and desires to enhance the Nike Park for the benefit of the public,

WHEREAS, the Town has determined that a portion of the property is surplus to present Town needs, and

WHEREAS, the Caretaker's presence on the property will further the purpose of enhancing the Nike Park for the benefit of the public,

WHEREAS, LOUIS CAPUTO is desirous of acting as Caretaker for the apartment residence, with storage unit, located at 2 Nike Lane, Orangeburg, New York 10962, (with a mailing address of 2 Nike Lane, Nyack, New York 10960) on the grounds of Nike Park, Orangeburg, New York;

NOW, THEREFORE, in consideration of the promises and covenants herein contained, it is agreed as follows:

1. PROPERTY: The property is identified as 2 Nike Lane, Orangeburg, New York on the grounds of Nike Park in Orangeburg, New York. The apartment residence contains approximately twenty-two hundred (2,200) square feet.

2. CONDITION OF THE PREMISES: Caretaker acknowledges that this agreement is a “Caretaker Maintenance Agreement” and accepts the property in “as-in” condition. The Town is not responsible for, nor is it required to make, any repairs or to perform maintenance upon the Property, except as expressly provided for herein. The Town makes no representation as to the condition of the personal property or the equipment now on the premises. However, any personal property which is the property of the Town now upon the premises, or replacement thereof, shall remain the property of the Town of Orangetown, and upon the termination of the term hereof, shall be returned to the Town in the same condition as present, reasonable wear and tear excepted.

a. Caretaker acknowledges that the primary purpose of this Agreement is to ensure that the property is maintained and cared for so that it is an asset to the community.

3. TERM: This agreement shall commence on January 1, 2025 and expire on December 31, 2025, unless sooner terminated as herein provided. Notwithstanding the foregoing, in the event that all or a portion of the property is needed for public purposes, the Town may terminate this agreement as to all or a portion of the property upon not less than thirty (30) days notice to Caretaker. Caretaker acknowledges and agrees that if the Town terminates the Agreement, Caretaker is not entitled to any compensation for such termination. Caretaker may at its election, terminate this Agreement term upon thirty (30) days advance written notice to the Town. Caretaker (and anyone occupying the residence permissively with the Caretaker as provided herein) must by the date given in the applicable notice vacate and terminate its use of, and/or presence upon, the portion of the Property for which the Agreement is being terminated in accordance with the provisions of Section 14 entitled “Surrender of Possession”.

4. FEE: The Caretaker shall pay the Town a **monthly fee of ONE THOUSAND THREE HUNDRED SIXTY AND 00/100 (\$1,360.00) DOLLARS**. This fee is due on the first (1ST) day of each and every month; the fee is payable to the “Town of Orangetown” and submitted by hand delivery or mailed to the Director of Parks, Recreation and Buildings, 81 Hunt Road, Orangeburg, New York.

5. USE OF THE PROPERTY:

a. The property will be used by the Caretaker solely as a single family residence with storage unit. The apartment is the only structure that may be used as a residence and may only be occupied by Caretaker and his immediate family.

b. The Caretaker shall be allowed to have guests at the premises while the Caretaker is present. In any case, the length of stay of any one (1) guest shall not exceed two (2) weeks.

c. The Caretaker may keep up to two (2) registered personal vehicles in the driveway of the residence.

d. Caretaker will not use the Property, nor permit the Property to be used, for any disorderly or unlawful purposes or in any manner offensive to others and will comply with all applicable Federal, State, County and local laws and ordinances. Caretaker expressly agrees not to allow or permit controlled dangerous substances of any type, or paraphernalia used in connection with controlled dangerous substances, on the Property.

e. The Caretaker shall not suffer the same to be occupied for any business purpose, and in the event of the breach thereof, the term of the agreement shall immediately cease and terminate, at the sole option of the Town, as if it were an expiration of the original term.

f. The Property may not be used by the Caretaker or anyone other than the Town to generate revenue unless the Town has first approved such use and any revenue generated by such approved use shall belong to the Town. The Town may agree in its approval of any such use to allow Caretaker to recoup approved costs that it incurs in connection with such revenue generating use.

g. The Caretaker shall provide written notification to the Orangetown Police Department and the Division of Parks, Recreation and Buildings at least three (3) days prior to any time when the residence will be unoccupied for more than a twenty-four (24) hour period. Prior written approval from the Superintendent of Parks, Recreation and Buildings will be required for a substitute individual to assume the responsibilities during the Caretaker's absence.

6. CONSIDERATION: The parties are entering into this Agreement in consideration of the mutual undertakings provided for herein, each of which is deemed to be material and significant consideration. It is a material inducement to the Town that the Caretaker shall manage, arrange for and/or perform the work to take care of and maintain the Property in a good, safe, clean and neat condition in accordance with the terms of this Agreement, and that Caretaker perform any repairs, renovations, and ongoing maintenance provided for herein. Failure to repair, maintain or renovate the Property in accordance with the Agreement is a material breach and grounds for termination of the Agreement. Caretaker shall receive no financial compensation from Town as a result of this Agreement. The lodging provided herein is furnished on the Town's premises solely for the convenience of the Town. The Town's provision for lodging shall terminate the earlier of the time set forth herein or upon the Caretaker's termination, transfer or resignation from his/her employment.

7. RENOVATION, REPAIR, MAINTENANCE AND CARETAKER SERVICES:

a. Caretaker is acting as a caretaker of the Property and is fully responsible, at Caretaker's sole risk and expense, to perform maintenance, repair, and/or replacement necessary for the Property to be in a good, safe condition.

b. A written report detailing maintenance activities will be submitted to the Department of Parks, Recreation and Buildings on a monthly basis on the form provided herein as **Appendix “A”**.

c. The Caretaker shall assist the Orangetown Department of Parks, Recreation and Buildings in preserving and maintaining any structures on the site and the use thereof, including, but not limited to the meeting room building, public restrooms and rooms used by various groups, and the scheduling of same. In no way should these areas be open to the public when not in use.

d. As substantial consideration for the right to occupy the Property, Caretaker assumes, at Caretaker's exclusive risk and expense, full responsibility for the maintenance and repair of, including but not limited to, the building and equipment, fixtures, windows, floors, walls, electrical systems, heating (excluding repairs to the boiler), air conditioning systems (if any), and plumbing systems (consisting of interior fixtures such as faucets, sink(s), toilet(s) and bathtub).

e. The Caretaker shall maintain the premises at Caretaker's own expense and cost, making all repairs to the interior of the demised premises, excluding repairs to the boiler. These shall include, but not be limited to floor coverings, refrigerator, air-conditioning, interior painting, stoves, sinks and cabinets. Further, the Caretaker shall maintain all screens, windows and doors, including glass, in proper working condition and good order and shall take reasonable measures to prevent the water system from freezing during the winter months. The premises are to be maintained in a high quality manner, subject to inspection by the Department of Parks, Recreation and Buildings and all changes to the residence, including, but not limited to, decorating changes, shall be subject to the prior written approval by the Department of Parks, Recreation and Buildings.

f. The Caretaker is fully responsible at Caretaker' sole risk and expense, for all operating expenses for the Property, including, but not limited to, trash removal, pest control, grounds maintenance, preventative maintenance, day-to-day minor and major maintenance, tree removal (but only with Town consent), and repair or replacement of equipment necessary to the security of the Property. Trash removal resulting from public use of the park will be removed by the Department of Parks, Recreation and Buildings,

g. The Caretaker shall be responsible for all lawn cuttings and trimmings on the property immediately surrounding the residence. The Town has supplied a riding tractor/lawn mower for Caretaker’s use. Additionally, the Caretaker shall be responsible for pruning the trees and shrubs on the property, as well as taking care of the watering of the garden areas.

h. The Caretaker shall be responsible for removing snow from the porches, entrances, exits and walkways to the residence. The Town has supplied a snowblower for Caretakers use in removal

of snow. The Department of Parks, Recreation and Buildings will be responsible for plowing the driveway on the premises during the normal workweek after the snow has stopped.

i. The Town has the right to inspect, review and approve all work, materials and contractors being used on the Property. Any work performed by the Caretaker's is subject to the following conditions: Caretaker must perform or cause to be performed all repairs, renovations and other work permitted hereunder in a good, safe, workmanlike manner.

j. Caretaker must not allow any liens to attach to the Property.

k. The Caretaker shall maintain watchful care over the park property, buildings and equipment and contact the Orangetown Police Department when the need arises. Caretaker shall notify the Orangetown Police Department when alerted to any potential violation of Town laws and regulations relating to proper park use, including, but not limited to Chapter 7A of the Code of the Town of Orangetown. (Town Code, Chapter 7A, can be found at: <https://www.ecode360.com/26862827>).

l. Applicable Laws and Regulations: The Caretaker shall be responsible for observing any and all laws, rules, regulations, codes and statutes relating to the work to be performed on the Property, and shall be responsible for obtaining all necessary permits as required to complete the work.

m. Hazardous Materials: Due to the age of some of the structures on the Property, Caretaker acknowledges that lead based paint, asbestos, and other hazardous materials may exist within or upon the Property. The Caretaker shall be responsible for compliance with all applicable codes, rules, laws and regulations relating to the removal, mitigation or encapsulation of any such materials, at the Caretaker's risk and expense. Upon discovering any such material, Caretaker shall immediately provide the Town with written notice of the presence of such material. Any removal, handling or encapsulation of such material must be in accordance with a plan first approved by the Town. Caretaker shall also take all necessary measures to protect any individuals who may be exposed to such materials while on the Property, during or following any repair/renovation period.

8. FUTURE CHANGES OR IMPROVEMENTS TO THE PROPERTY:

a. Any improvements, modifications, attachments and appurtenances made to the premises by the Caretaker shall become the sole and exclusive property of the Town on termination of this Agreement. Any alterations or improvements shall be done at the expense of the Caretaker and are permitted only with the prior written consent and approval of the Town of Orangetown regarding the plans and specifications submitted by Caretaker. No allowance will be granted by Town for Caretaker's cost of improvements except by specific written agreement approved in advance. Any such Agreement shall become a part of this Agreement.

b. Prior to the commencement of construction of any improvement, fixture or appurtenance, Caretaker must submit to the Town Board, a development plan consisting of complete plans,

drawings, and specifications, showing the location, type of construction and external appearance of said facility or facilities, at least forty-five (45) days prior to beginning work. Caretaker's submittal must be of sufficient detail and content to permit the Town Board to fully evaluate Caretaker's anticipated project. The Town Board will respond in writing to Caretaker's submission within forty-five (45) days of the receipt of all required documentation. The Town reserves the right to deny approval of any and all improvements proposed by Caretaker. All improvements shall conform to and comply with the development plan as approved.

- i. In the event of an emergency need for major repair or improvement, Caretaker will notify the Town Superintendent of Parks and Recreation immediately, and the Town Superintendent of Parks and Recreation will respond within an appropriate period of time, as dictated by the emergency situation and by the requirements of this Agreement.
- ii. The Town has the right to inspect all work and materials before, during and after construction.
- iii. The total cost of all such changes or improvements will be borne solely by Caretaker. Caretaker will be solely responsible for obtaining any and all permits and licenses from all appropriate County, State, and/or municipal authorities.

9. **RESPONSIBILITIES OF CARETAKER:** Caretaker covenants and agrees as follows:

- a. Caretaker will submit a monthly written report detailing maintenance activities to the Department of Parks, Recreation and Buildings by the first day of the month.
- b. Caretaker shall not strip, overload, damage or deface the Property, hallways, stairways or other approaches thereto or the fixtures thereupon or used therewith, nor suffer or permit any waste in or upon said Property.
- c. Caretaker shall not keep gasoline or other flammable material or any explosive within the residence portion of the Property which will increase the rate of all risk insurance on the Property beyond the ordinary risk established for the type of operations described herein. Any such increase in the insurance rate due to the above, or due to Caretaker's special operations within the Property, shall be borne by Caretaker. The Caretaker shall not, nor shall the Caretaker permit other persons to do anything on or in said premises, or bring anything into said premises, or permit anything to be brought into said premises, or to be kept therein which will, in any way, increase the rate of fire insurance on said premises.
- d. Caretaker shall not willfully do any act or thing in or about the Property which may make void or voidable any insurance on the Property, and Caretaker agrees to conform to all rules and regulations established from time to time by the Town, the County, New York State or any other authority having jurisdiction over such matters.

e. Caretaker shall not use the Property or allow the Property to be used or any part thereof for any illegal, unlawful or improper purpose or for any activity which will constitute a public or private nuisance to adjacent properties or the adjacent neighborhood.

f. Caretaker shall not place upon the Property any placard, sign, lettering or awning except such, and in such place and manner as shall have been first approved in writing by the Town, and provided that the Caretaker complies with all relevant local ordinances and regulations.

g. The Caretaker shall not suffer the same to be occupied for any business purpose, and in the event of the breach thereof, the term of the agreement shall immediately cease and terminate, at the sole option of the Town, as if it were an expiration of the original term.

h. Caretaker acknowledges that all responsibilities of Caretaker relating to the use or misuse of the Property and anything therein shall be construed to include use or misuse thereof by Caretaker's agents, employees, contractors, subcontractors, roommates and invitees.

i. Caretaker shall comply with all reasonable rules and regulations with regard to the use of the Property that may be from time to time promulgated by the Town and any violation of said rules and regulations shall be deemed to constitute a violation of this Agreement. It is understood that such rules and regulations shall not unreasonably interfere or prevent the intended uses of the Property as set forth in this Agreement.

10. UTILITIES: The Town shall be responsible for the payment of the fuel oil and electric bill; water is provided by a well.

11. CONDITION OF THE PROPERTY:

a. AS-IS CONDITION: The Caretaker accepts the Property in its "as is" condition. The Town makes no representation or warranties as to habitability or fitness for a particular purpose. Caretaker agrees that it has no claim for breach of any covenant of quiet enjoyment or habitability arising out of the condition of the Property. The Caretaker agrees to maintain the Property in good condition and state of repair and free of clutter throughout the term of this Agreement and any extensions thereof. The Caretaker agrees to keep the Property clean and neat in appearance at all times. The Caretaker shall not suffer or commit any waste to, in or upon said Property or fixtures, nor commit waste with regard to utilities furnished by the County. The Caretaker shall be liable for and make repairs to the Property, fixtures and appliances belonging thereto, resulting from damage by misuse or neglect of the Caretaker, the Caretaker's agents, servants or invitees. No improvement or alteration of the Property shall be made without the prior written consent of the Town. The Town shall not be responsible for any work or materials furnished on or to said Property, and Caretaker has no authority to incur any debt or make any charge against the Town or to create any lien upon said Property for any work or materials furnished to the Property. The Caretaker shall give the Town prompt notice of any defects in or accidents to the structures, plumbing, electrical

wiring, heating or air conditioning apparatus or any other part of said Property in order that the same can be repaired with due diligence. The Town makes no representation as to the condition of the personal property or the equipment now on the premises. However, any personal property which is the property of the Town now upon the premises, or replacement thereof, shall remain the property of the Town of Orangetown, and upon the termination of the term hereof, shall be returned to the Town in the same condition as present, reasonable wear and tear excepted.

b. Excavation Prohibited: Without the express written consent of the Town, the Caretaker shall not cause, permit or suffer any grading, alteration, excavation, subsoiling, drainage improvement, or other undertaking which would materially disturb the surface or subsurface of the ground on the Property.

12. INSURANCE: The Town shall not be responsible for any losses incurred by the Caretaker in connection with the premises, by theft, vandalism or otherwise and mandates that the Caretaker maintain an insurance policy covering the property. A copy of said policy shall be delivered to the Department of Parks, Recreation and Buildings prior to occupying the premises.

a. Caretaker agrees to obtain and maintain, during the full term of this Agreement, a policy of liability insurance with a minimum limit for bodily injury and property damage in the amount of ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS per occurrence issued by an insurance company licensed in the State of New York and acceptable to the Town.

b. Additional Insured: The Town of Orangetown shall be named an additional insured under this policy.

c. Policy Cancellation: Forty-five (45) days written notice, to the Town of Orangetown Office of Parks and Recreation, of cancellation or material change of any of the policies is required.

d. The Caretaker shall, no later than ten (10) days from the execution term of this Agreement pursuant to Paragraph 3 hereof, deliver to the Town the said policies or certificates of insurance evidencing the coverage hereinabove stated. The Caretaker has the obligation to assure that the Town has a valid unexpired certificate of insurance.

13. DEFAULT:

a. Caretaker shall be considered in default of this Agreement upon the occurrence of any of the following:

i. Failure to perform under any term, covenant or condition of this Agreement ("breach") and the continuance thereof for thirty (30) days after written notice from the Town specifying said failure, unless the exigencies of the circumstances require a shorter time for rectifying the breach.

- ii. The commencement of any action or proceeding for the dissolution or liquidation of Caretaker, or for the appointment of a receiver or trustee of Caretaker's property, and the failure to discharge any such action within thirty (30) days.
- iii. The making of any assignment for the benefit of Caretaker's creditors.
- iv. The abandonment of the Property by Caretaker.

b. In the event that the Caretaker shall be in default as hereinabove stated, and shall fail to cure the breach within thirty (30) days (or such shorter time as the exigencies of the circumstances may require) after written notice from the Town (or such period as may be reasonably required to correct the breach with exercise of due diligence), then and in every such case thenceforth, at the option of the Town or the Town's assigns, the Caretaker's right of use and possession shall thereupon end, and the Town may proceed to recover possession under the laws of the State of New York (free and clear of Caretaker and any roommates) and seek any other remedy to which the Town may be entitled under this Agreement and under the laws of the State of New York.

14. SURRENDER OF POSSESSION: Caretaker covenants, at the expiration or other termination of this Agreement, or upon the Town's recovery of possession of the Property, to remove all personal property from the Property not the property of the Town, and to yield up to the Town, the Property and all keys, locks and other fixtures connected therewith (except furnishings belonging to Caretaker) in good repair, order and condition in all respects, reasonable wear and use thereof and damage by fire or other casualty and damage from any risk with respect to which Caretaker is not herein expressly made liable excepted. All improvements made upon and fixtures installed upon the Property will be the property of the Town.

15. ABANDONMENT: If at any time during the period of occupancy, Caretaker abandons the Premises or any part thereof, Town may, at Town's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Caretaker for damages or for any payment of any kind whatever. If Town's right of re-entry is exercised following abandonment of the Premises by Caretaker, then Town shall consider any personal property belonging to Caretaker and left on the Premises to also have been abandoned, in which case Town may dispose of all such personal property in any manner Town shall deem proper and Town is hereby relieved of all liability for doing so. **BY SIGNING THIS OCCUPANCY AGREEMENT, CARETAKER AGREES THAT UPON SURRENDER OR ABANDONMENT, TOWN SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF CARETAKER'S PERSONAL PROPERTY.**

16. ACCESS: The Caretaker shall allow the Town and the Town's employees or agents to have access to the Property at all reasonable times, during normal working hours for the Purpose of inspection, or in the event of fire or other property damage, or for the purpose of performing any work which the Town

considers necessary or desirable, or for any other purpose pursuant to the reasonable protection of the Property. The Caretaker and any occupant shall allow access by the Town to the single family residence in accordance with applicable law. The Caretaker shall not alter or change the exterior locks installed on the Property, and in the event of an approved change, shall provide the Town with keys to the residence, said keys to be used by the Town to obtain access to the Property in emergency situations.

17. INSPECTION OF PREMISES: Town and Town's agents shall have the right at all reasonable times during the period of occupancy and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon, and for the purpose of making any repairs, additions or alterations as may be deemed appropriate by Town for the preservation of the Premises. Town and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Occupancy Agreement. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not conform to this Occupancy Agreement or to any restrictions, rules or regulations affecting the Premises.

18. FORCE MAJEURE: Anything in this Agreement to the contrary notwithstanding, providing such cause is not due to the willful act or a neglect of either party, neither party shall be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Agreement if the same shall be due to any strike, lockout, civil commotion, warlike operation, invasion, rebellion, hostilities, military or upsurged power, sabotage, government regulations or controls, inability to obtain any material, service or financing, through an act of God or other cause beyond the control of either party. In the event that any of the above events beyond the control of either party shall render the Property uninhabitable or shall frustrate the caretaking and restoration purposes of this agreement, either party shall have the right to terminate this Agreement by providing thirty (30) days notice to the other.

19. HOLD HARMLESS: Caretaker agrees to protect, indemnify and hold harmless the Town, its officers, employees and agents (the "Indemnified Parties") from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, liens, encumbrances, suits or actions and attorneys' fees, and the cost of the defense of the Indemnified Parties in any suit, including appeals, for personal injury to, or death of, any person or persons, or loss or damage to property caused by any act, intentional or negligent of the Caretaker, its agents, roommates, licensees, invitees, contractors, subcontractors or employees, at or upon the Property or any part thereof, or in connection with or as a result of this Agreement any use or rights hereunder, or the performance by the Caretaker of its obligations hereunder, except to the extent that the injury, death, loss or damage was the result of the willful misconduct or negligent acts errors or omissions of such Indemnified Party. The foregoing indemnification also applies to any liabilities or penalties arising out of any violation of any law, ordinance, regulation or permit. These

indemnification provisions are for the protection of the Indemnified Parties only and must not establish, of themselves, any liability to third parties.

20. DESTRUCTION OF PROPERTY:

a. In the event the Property is destroyed or damaged from whatever cause so as to render all or a substantial portion of the Property unfit for the purposes for which the Property is used, and the repair of said destruction or damage cannot reasonably be accomplished within available insurance proceeds within ninety (90) days from the date of such damage, Caretaker and the Town shall each be entitled to terminate this Agreement by written notice to the other within thirty (30) days after the destruction or damage occurred.

b. In the event that the Town or Caretaker as their interests may appear, are able to undertake the repair of the Property, they shall complete said repairs within ninety (90) days or within a reasonable time, given the circumstances of the necessary repairs, from the date of destruction or damage and this Agreement shall not be affected.

c. In the event that parties are not able to repair the Property as hereinabove provided, this Agreement shall terminate immediately upon notice from the Town and Caretaker shall not be entitled to any compensation or payment from the Town for the value of any remaining term of the Agreement.

d. All insurance proceeds (except "renter" insurance proceeds specifically covering Caretaker's personal belongings) shall be immediately paid to the Town.

e. In case of damage by fire or other cause to the building that the Caretaker are occupying as their residence, if the damage is so extensive as to amount practically to the total destruction of the premises, or if the Town shall, within a reasonable time, decide not to repair or rebuild, this agreement shall terminate and have no further force or effect.

21. NOTICE OF DEFECTS: Caretaker shall give the Town Superintendent of Parks and Recreation prompt written notice of any and all accidents in or damages to the Property.

22. COMPLIANCE WITH LAWS: It is understood, agreed and covenanted by and between the parties hereto that Caretaker, at Caretaker's expense, will promptly comply with, observe and perform all of the requirements of all of the statutes, ordinances, rules, orders and regulations now in effect or hereinafter promulgated whether required by the Federal Government, State of New York, County of Rockland or Town of Orangetown. The foregoing shall not be construed to preclude the Caretaker from exercising its legal right to contest the validity of legislation through judicial process, provided that the Caretaker shall continue to fully comply with the provisions of this Paragraph pending the outcome of the Caretaker's efforts.

23. PARTIAL INVALIDITY: In case any provision or any part of any provision contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such

invalidity, illegality or unenforceability shall not affect any other provision or remaining part of the affected provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or part thereof had never been contained herein but only to the extent it is invalid, illegal or unenforceable. In the event that any such provision may be construed so as to overcome any such potential invalidity, illegality or unenforceability, then a liberal interpretation shall be applied and the Agreement shall be interpreted in such a manner favorable to its validity, legality and enforceability, it being the express intention of the parties hereto to fully perform the obligations contained herein and the purposes sought hereby. And it is also the intention of the both parties that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added, as a part of this Agreement, a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible and be valid, legal and enforceable.

24. WAIVER: The failure of either party to insist on any occasion upon the strict performance of any covenant, condition or agreement herein contained shall not constitute or operate as a waiver of such covenant, condition or agreement on that occasion or any subsequent occasion. No mention in this Agreement of any specific right or remedy shall preclude either party from exercising any other right or from having any other remedy or from maintaining any action to which it may otherwise be entitled either at law or in equity. The Town specifically does not waive its police powers or any authority to enact legislation or administer or enforce its legal rights or obligations.

25. PROHIBITION OF HAZARDOUS SUBSTANCES: The Caretaker agrees not to store or bring hazardous substances onto the Property. The Caretaker shall be responsible for and shall indemnify and defend the Town against any and all claims of any personal injuries or personal and real property damage as a result of any hazardous substance being brought on the Property by the Caretaker, its agents, contractors, subcontractors, employees, roommate, or invitees.

26. MAILING NOTICES: Unless otherwise provided herein, whenever notice is to be given under the terms of this Agreement, such notice shall be deemed to have been given three (3) United States Postal Service working days after enclosed in an envelope having the proper postage, addressed to the party, and deposited at the United States Post Office or mailbox.

Any such notice shall be in the form of Certified Mail, Return Receipt Requested. Notices to the respective parties shall be addressed as follows:

TOWN OF ORANGETOWN
Superintendent of Parks and Recreation
Town of Orangetown
81 Hunt Road
Orangeburg, New York 10962

CARETAKER
Mr. Louis Caputo
2 Nike Lane
Nyack, New York 10960

27. GENERAL PROVISIONS: This document represents the entirety of the Agreement between the parties hereto with respect to the subject matter hereof and shall not be amended, altered or modified except by writing duly executed by each of the parties hereto. This Agreement shall be binding upon the parties and their respective successors and assigns. This Agreement and its provisions shall be governed and construed in accordance with the laws of the State of New York.

28. ASSIGNMENT OR LICENSING OF THE PROPERTY: Caretaker shall not assign this Agreement, nor sublease or license or allow the use of the Property or any part thereof without the Town's written approval. Prior to execution of any license, assignment or use agreement for the Property, the Caretaker must first obtain the Town's written consent, which consent may be withheld or granted in the Town's sole discretion. In order to receive Town consent to a prospective license, use agreement or assignment, the Caretaker shall submit to the Town copies of the proposed license, use or assignment agreement, a description of the activities of the proposed user, licensee or assignee, and any other information pertinent to the proposed use. The Town shall respond in writing within thirty (30) days of receipt of the above materials. No response on the part of the Town shall be deemed a denial. In the event this Agreement is assigned or any portion of the Property is licensed by the Caretaker, the Caretaker shall nonetheless remain responsible for the performance of all obligations required of the Caretaker under this Agreement.

29. APPROVALS: In each instance in this Agreement requiring Town approval or consent, such consent or approval must be in writing signed by a duly authorized representative of the Town Superintendent of Parks and Recreation. Caretaker may not rely upon verbal approval or consent.

30. CONDEMNATION: In the event that the Property, or any part thereof, is taken or condemned for public use or purpose by any competent authority, Caretaker shall have no claim against the Town and shall not have any claim or right to any portion of the amount that may be awarded as damages or paid as a result of any such condemnation; and all rights of the Caretaker to damages therefore, if any, are hereby assigned by the Caretaker to the Town. Upon such condemnation or taking, the term of this Agreement shall, at the option of either party, cease and terminate from the date of such governmental taking or condemnation and the Caretaker shall have no claim against the Town for the value of any unexpired term of this Agreement. The foregoing notwithstanding, Caretaker shall be entitled to claim in a separate proceeding and to prove and receive in such separate proceeding such award as may be allowed for relocation expenses.

31. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT: Performance under this agreement may be terminated in whole or in part, whenever the Town Board of the Town of Orangetown shall determine that termination of this Agreement is in the best interest of the Town. In the event of termination, the Town shall be liable for performance due or becoming due prior to the effective

date of termination. Termination hereunder shall be effected by delivery to the Caretaker of written Notice of Termination, upon which date the termination shall become effective.

32. NO AGENCY, EMPLOYEE OR REPRESENTATIVE RELATIONSHIP: It is agreed by the parties hereto that, at all times and for all purposes within the scope of this Agreement, the relationship between the Caretaker and the Town is that of an independent contractor, and Caretaker shall not be entitled to any of the rights, privileges or benefits of an Town of Orangetown employee.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed the day and year first written above.

ATTEST:

TOWN OF ORANGETOWN

ROSANNA SFRAGA, TOWN CLERK

TERESA M. KENNY, SUPERVISOR

LOUIS CAPUTO, CARETAKER

APPENDIX “A”

SUGGESTED ONGOING PREVENTATIVE MAINTENANCE

The Town of Orangetown makes no guarantee of results and assumes no liability in connection with either the information contained or the maintenance suggestions made herein. Moreover, it cannot be assumed that every acceptable safety procedure is contained herein, or that abnormal or unusual circumstances may not warrant or require further or additional procedures.

DATE	TASK TO BE PERFORMED	CHECKED
	Make sure air vents indoors and outside (intake, exhaust and forced air) are not blocked by snow or debris.	N/A
	Check and clean range hood filters on a monthly basis.	N/A
	Test the Ground Fault Circuit Interrupter(s) monthly by pushing test button. This should then cause the reset button to pop up.	
	Regularly check the house for safety hazards such as a loose handrail, lifting or buckling carpet, etc.	
	Inspect fire extinguishers to ensure they are fully charged.	
	Test smoke detector(s).	
	Drain off sediment from base of hot water tank.	N/A
	Inspect bathtubs and sinks for caulking and leaks; repair as needed.	
	Check toilet supply/shut off valve.	
	Check operation of water pump and sump pump.	
	Defrost manual refrigerator; or if automatically defrosted, wash off shelves and clean.	
	Review emergency procedures and practice fire drill.	
	Clean or replace air filters when the system is in use for heating or cooling.	N/A
	Vacuum heat registers, vents and radiators.	
	Clean faucet aerators and shower heads.	
	Check for signs of rodents, bats, roaches, termites, etc.	
	Clean gutters and downspouts.	N/A
	Lubricate and repair windows and doors.	
	Check the operation of outside lighting; repair as necessary.	
	OTHER: (Please detail):	

SUGGESTED ONGOING FALL/AUTUMN MAINTENANCE CHECKLIST

The Town of Orangetown makes no guarantee of results and assumes no liability in connection with either the information contained or the maintenance suggestions made herein. Moreover, it cannot be assumed that every acceptable safety procedure is contained herein, or that abnormal or unusual circumstances may not warrant or require further or additional procedures.

DATE	TASK TO BE PERFORMED	CHECKED
	Lubricate circulating pump on hot water heating system.	
	Turn ON gas furnace pilot light.	
	If the heat recovery ventilator has been shut off for the summer, clean the filters and the core, and pour water down the condensate drain to test it.	N/A
	Clean portable humidifier if one is used.	N/A
	Have well water tested for quality. It is recommended that you test for bacteria every six (6) months.	
	Replace window screens with storm windows.	N/A
	Remove screens from inside of casement windows to allow air from the heating system to keep condensation off window glass.	N/A
	Ensure all doors to the outside shut tightly, and check other doors for ease of use. Renew door weather-stripping if required.	
	Cover outside air-conditioning units.	N/A
	Ensure that the ground around the home slopes away from the foundation wall, so that water does not drain into the basement.	
	Clean gutters.	N/A
	Clean leaves from eaves, troughs and roofs, and test downspouts to ensure proper drainage from the roof.	N/A
	Check chimneys for obstructions such as nests.	
	Drain and store outside hoses. Close valve to outdoor hose connection.	
	If you have a septic tank, measure the sludge and scum to determine if the tank needs to be emptied before the spring. Tanks should be pumped out at least once every three (3) years.	
	Trim trees and shrubs away from house.	
	Mow grass as needed.	
	Leaf and branch pick-up.	
	OTHER: (Please detail):	

SUGGESTED ONGOING WINTER MAINTENANCE CHECKLIST

The Town of Orangetown makes no guarantee of results and assumes no liability in connection with either the information contained or the maintenance suggestions made herein. Moreover, it cannot be assumed that every acceptable safety procedure is contained herein, or that abnormal or unusual circumstances may not warrant or require further or additional procedures.

DATE	TASK TO BE PERFORMED	CHECKED
	After consulting the hot water tank owner's manual, drain off a dishpan full of water from the clean-out valve at the bottom of you hot water tank to control sediment and maintain efficiency.	N/A
	Clean humidifier two or three times during the winter season.	N/A
	Vacuum bathroom fan grille.	N/A
	Vacuum fire and smoke detectors, as dust and/or spider webs can prevent them from functioning.	
	Vacuum radiator grilles on back of refrigerators and freezers, and empty and clean drip trays.	
	Check gauge on all fire extinguishers; recharge or replace if necessary.	
	Check fire escape routes, door and window locks and hardware, and lighting around outside of house.	
	Check the basement floor drain to ensure the trap contains water. Refill with water if necessary.	N/A
	Monitor your home for excessive moisture levels – for example, condensation on your windows, which can cause significant damage over time and pose serious health problems, and take corrective measures.	
	Check all faucets for signs of dripping and change washers as needed. Faucets requiring frequent replacement of washers may be in need of repair.	
	If you have a plumbing fixture that is not frequently used, such as a laundry tub or spare bathroom, sink, tub or shower stall, run some water briefly to keep water in the trap.	
	Clean drains in dishwasher, sinks, bathtubs and shower stalls.	
	Test plumbing shut-off valves to ensure that they are working and to prevent them from seizing.	
	Examine windows and doors for ice accumulation or cold air leaks. If found, make a note to repair or replace in the spring.	
	Examine the attic for frost accumulation. Check roof for ice dams or icicles.	N/A
	Check electrical cords, plugs and outlets for all indoor and outdoor seasonal lights to ensure fire safety; if worn, or plugs or cords feel warm to the touch, replace immediately.	
	OTHER: (Please detail):	

SUGGESTED SPRING MAINTENANCE CHECKLIST

The Town of Orangetown makes no guarantee of results and assumes no liability in connection with either the information contained or the maintenance suggestions made herein. Moreover, it cannot be assumed that every acceptable safety procedure is contained herein, or that abnormal or unusual circumstances may not warrant or require further or additional procedures.

DATE	TASKS TO BE PERFORMED:	CHECKED
	After consulting your hot water tank owner's manual, carefully test the temperature and pressure relief valve to ensure it is not stuck.	N/A
	Have fireplace or woodstove or chimney cleaned and serviced as needed.	N/A
	Clean and replace air conditioning filters (if applicable).	N/A
	Check dehumidifier and clean if necessary.	N/A
	Turn OFF gas furnace and fireplace pilot lights where possible.	N/A
	Have well water tested for quality. It is recommended that you test for bacteria every six (6) months.	
	Check smoke, carbon monoxide and security alarms and replace batteries.	
	Clean windows, screens and hardware, and replace storm windows with screens. Check screens first and repair or replace if needed.	
	Open valve to outside hose connection after all danger of frost has passed.	
	Examine the foundation walls for cracks, leaks or signs of moisture, and repair as required. Repair and paint fences as necessary.	
	Ensure sump pump is operating properly before the spring thaw sets in.	N/A
	Re-level any exterior steps or decks which moved due to frost or settling.	
	Check eaves, troughs and downspouts for loose joints and secure attachment to your home, clear any obstructions, and ensure that water flows away from the foundation.	N/A
	Clean gutters.	N/A
	Undertake spring landscape maintenance and, if necessary, fertilize young trees.	
	Inspect wooden decks, steps and rails, for loose or damaged boards and raised nails. Repair as required.	N/A
	Inspect roof materials and roof flashings.	
	Inspect weather stripping around doors and windows.	
	Mow grass; trim shrubs	
	Leaf and branch pick-up.	
	OTHER: (Please detail):	

SUGGESTED SUMMER MAINTENANCE CHECKLIST

The Town of Orangetown makes no guarantee of results and assumes no liability in connection with either the information contained or the maintenance suggestions made herein. Moreover, it cannot be assumed that every acceptable safety procedure is contained herein, or that abnormal or unusual circumstances may not warrant or require further or additional procedures.

DATE	TASK TO BE PERFORMED	CHECKED
	Monitor basement humidity and avoid relative humidity levels above sixty (60%) percent. Use a dehumidifier to maintain safe relative humidity.	N/A
	Check basement pipes for condensation or dripping, and take corrective action. For example, reduce humidity or insulate cold water pipes.	N/A
	If you have a plumbing fixture that is not frequently used, such as a laundry tub, or spare bathroom sink, bathtub or shower stall, run some water briefly to keep water in the trap.	
	Vacuum bathroom fan grille.	N/A
	Disconnect the duct connected to the dryer and vacuum lint from the duct, the area surrounding your dryer and your dryers vent hood outside.	
	Check security of all guardrails and handrails.	N/A
	Check smooth functioning of all windows and lubricate as needed.	
	Inspect window putty on outside of glass panes and replace as needed.	
	Lubricate door hinges and tighten screws as needed.	
	Check and replace damaged caulking and weather-stripping around windows and doorways, including any door between the house and the garage.	
	Inspect electrical service lines for secure attachment where they enter your house, and make sure there is no water leakage into the house along the electrical conduit.	
	Check exterior wood siding and trim for signs of deterioration; clean, replace or refinish as needed.	
	Inspect basement/crawl space/attic for moisture issues.	N/A
	Inspect for insect activity (termites, ants, wood bees, etc.)	
	Check for and seal any holes in exterior cladding that could be an entry point for small pests, such as bats, squirrels.	
	Remove any plants or roots that contact or can penetrate the siding or brick/concrete.	
	Note any sagging on the roof that could indicate structural problems requiring further investigation from inside the attic. Note the condition of all shingles for possible repair or replacement, and examine all roof flashings, such as at chimney or roof joints, for any signs of cracking or leakage.	
	Check the chimney cap and the caulking between the cap and the chimney.	
	Repair driveway and walkways as needed.	
	OTHER: (Please detail):	

CARETAKER MAINTENANCE AGREEMENT for HENRY V. BORST PARK
Between
TOWN OF ORANGETOWN
And
BRIAN EDWARDS, CARETAKER
FOR YEAR 2025

THIS CARETAKER MAINTENANCE AGREEMENT, is made the ____ day of _____, 2025, by and between the TOWN OF ORANGETOWN, a municipal corporation, in the State of New York, with its office and principal place of business in the Town Hall, 26 Orangeburg Road, Orangeburg, New York, party of the first part, hereinafter referred to as the "TOWN" and BRIAN EDWARDS, 212 North Main Street, Pearl River, New York 10965, party of the second part, hereinafter referred to as, "CARETAKER."

W I T N E S S E T H:

WHEREAS, the Town is the owner of certain property known as Henry V. Borst Park, located at 212 North Main Street, Pearl River, New York.

WHEREAS, the Henry V. Borst Park contains a structure that the Town desires to have preserved.

WHEREAS, the Town wants to save the Property from disrepair by entering into an agreement for repair, renovation, maintenance and upkeep that will in the short-run secure and weather proof the structure, and in the long-run, repair and restore and aesthetically improve the Property.

WHEREAS, the Town desires to protect the property from vandalism and theft and desires to enhance the Henry V. Borst Park for the benefit of the public,

WHEREAS, the Town has determined that the residence on the property is surplus to present Town needs, and

WHEREAS, the Caretaker's presence on the property will further the purpose of enhancing the Henry V. Borst Park for the benefit of the public,

WHEREAS, BRIAN EDWARDS is desirous of acting as Caretaker for the residence located at 212 North Main Street, Pearl River, New York 10965, on the grounds of Henry V. Borst Park, Pearl River, New York;

NOW, THEREFORE, in consideration of the promises and covenants herein contained, it is agreed as follows:

1. PROPERTY: The property is identified as 212 North Main Street, Pearl River, New York on the grounds of Henry V. Borst Park. The residence contains approximately thirteen hundred sixty-five (1,365) square feet.

2. CONDITION OF THE PREMISES: Caretaker acknowledges that this agreement is a "Caretaker Maintenance Agreement" and accepts the property in "as-in" condition. The Town is not

responsible for, nor is it required to make, any repairs or to perform maintenance upon the Property, except as expressly provided for herein. The Town makes no representation as to the condition of the personal property or the equipment now on the premises. However, any personal property which is the property of the Town now upon the premises, or replacement thereof, shall remain the property of the Town of Orangetown, and upon the termination of the term hereof, shall be returned to the Town in the same condition as present, reasonable wear and tear excepted.

a. Caretaker acknowledges that the primary purpose of this Agreement is to ensure that the property is maintained and cared for so that it is an asset to the community.

3. **TERM:** This agreement shall commence on January 1, 2025 and expire on December 31, 2025, unless sooner terminated as herein provided. Notwithstanding the foregoing, in the event that all or a portion of the property is needed for public purposes, the Town may terminate this agreement as to all or a portion of the property upon not less than thirty (30) days notice to Caretaker. Caretaker acknowledges and agrees that if the Town terminates the Agreement, Caretaker is not entitled to any compensation for such termination. Caretaker may at its election, terminate this Agreement term upon thirty (30) days advance written notice to the Town. Caretaker (and anyone occupying the residence permissively with the Caretaker as provided herein) must by the date given in the applicable notice vacate and terminate its use of, and/or presence upon, the portion of the Property for which the Agreement is being terminated in accordance with the provisions of Section 14 entitled "Surrender of Possession".

4. **FEE:** The Caretaker shall pay the Town a monthly fee of **ONE THOUSAND FOUR HUNDRED AND 00/100 (\$1,400.00) DOLLARS**. This fee is due on the first (1ST) day of each and every month; the fee is payable to the "Town of Orangetown" and submitted by hand delivery or mailed to the Director of Parks, Recreation and Buildings, 81 Hunt Road, Orangeburg, New York.

5. **USE OF THE PROPERTY:**

a. The property will be used by the Caretaker solely as a single family residence. The house is the only structure that may be used as a residence and may only be occupied by Caretaker and his immediate family.

b. **Caretaker shall not utilize the fireplace and it shall remain closed off.**

c. Caretaker has provided their own stove and refrigerator (without Ice Maker hookup); and provided their own washing machine and dryer.

d. **Caretaker acknowledges that the Town has a dehumidifier in the basement and agrees to inspect regularly to ensure that it is running and drain when necessary and/or full.**

e. Caretaker understands that the basement is to be used for storage only and **not** utilized as living space or bedroom(s).

f. The Caretaker shall be allowed to have guests at the premises while the Caretaker is present. In any case, the length of stay of any one (1) guest shall not exceed two (2) weeks.

g. The Caretaker may keep up to two (2) registered personal vehicles in the driveway at the rear of the residence.

h. Caretaker will not use the Property, nor permit the Property to be used, for any disorderly or unlawful purposes or in any manner offensive to others and will comply with all applicable Federal, State, County and local laws and ordinances. Caretaker expressly agrees not to allow or permit controlled dangerous substances of any type, or paraphernalia used in connection with controlled dangerous substances, on the Property.

i. The Caretaker shall not suffer the same to be occupied for any business purpose, and in the event of the breach thereof, the term of the agreement shall immediately cease and terminate, at the sole option of the Town, as if it were an expiration of the original term.

j. The Property may not be used by the Caretaker or anyone other than the Town to generate revenue unless the Town has first approved such use and any revenue generated by such approved use shall belong to the Town. The Town may agree in its approval of any such use to allow Caretaker to recoup approved costs that it incurs in connection with such revenue generating use.

k. The Caretaker shall provide written notification to the Orangetown Police Department and the Division of Parks, Recreation and Buildings at least three (3) days prior to any time when the residence will be unoccupied for more than a twenty-four (24) hour period. Prior written approval from the Superintendent of Parks, Recreation and Buildings will be required for a substitute individual to assume the responsibilities during the Caretaker's absence.

6. CONSIDERATION: The parties are entering into this Agreement in consideration of the mutual undertakings provided for herein, each of which is deemed to be material and significant consideration. It is a material inducement to the Town that the Caretaker shall manage, arrange for and/or perform the work to take care of and maintain the Property in a good, safe, clean and neat condition in accordance with the terms of this Agreement, and that Caretaker perform any repairs, renovations, and ongoing maintenance provided for herein. Failure to repair, maintain or renovate the Property in accordance with the Agreement is a material breach and grounds for termination of the Agreement. Caretaker shall receive no financial compensation from Town as a result of this Agreement. The lodging provided herein is furnished on the Town's premises solely for the convenience of the Town. The Town's provision for lodging shall terminate the earlier of the time set forth herein or upon the Caretaker's termination, transfer or resignation from his/her employment.

7. RENOVATION, REPAIR, MAINTENANCE AND CARETAKER SERVICES:

a. Caretaker is acting as a caretaker of the Property and is fully responsible, at Caretaker's sole risk and expense, to perform maintenance, repair, and/or replacement necessary for the Property to be in a good, safe condition.

b. A written report detailing maintenance activities will be submitted to the Department of Parks, Recreation and Buildings on a monthly basis on the form provided herein as *Appendix "A"*.

c. The Caretaker shall assist the Orangetown Department of Parks, Recreation and Buildings in preserving and maintaining any structures on the site and the use thereof, including, public restrooms. In no way should these areas of the site be open to the public when the site is not in use.

d. As substantial consideration for the right to occupy the Property, Caretaker assumes, at Caretaker's exclusive risk and expense, full responsibility for the maintenance and repair of, including but not limited to, the building and equipment, fixtures, windows, floors, walls, electrical systems, heating (excluding repairs to the boiler), air conditioning systems (if any), and plumbing systems (consisting of interior fixtures such as faucets, sink(s), toilet(s) and bathtub).

e. The Caretaker shall maintain the premises at Caretaker's own expense and cost, making all repairs to the interior of the demised premises, excluding repairs to the boiler. These shall include, but not be limited to floor coverings, refrigerator, air-conditioning, interior painting, stoves, sinks and cabinets. Further, the Caretaker shall maintain all screens, windows and doors, including glass, in proper working condition and good order and shall take reasonable measures to prevent the water system from freezing during the winter months. The premises are to be maintained in a high quality manner, subject to inspection by the Department of Parks, Recreation and Buildings and all changes to the residence, including, but not limited to, decorating changes, shall be subject to the prior written approval by the Department of Parks, Recreation and Buildings.

f. The Caretaker is fully responsible at Caretaker' sole risk and expense, for all operating expenses for the Property, including, but not limited to, trash removal, pest control, grounds maintenance, preventative maintenance, day-to-day minor and major maintenance, tree removal (but only with Town consent), and repair or replacement of equipment necessary to the security of the Property. Trash removal resulting from public use of the park will be removed by the Department of Parks, Recreation and Buildings.

g. The Caretaker shall be responsible for all lawn cuttings and trimmings on the property immediately surrounding the residence. Additionally, the Caretaker shall be responsible for pruning the trees and shrubs on the property, as well as taking care of the watering of the garden areas.

h. The Caretaker may maintain a personal garden at the rear of the residence. However, all plantings within the beds of the Henry V. Borst Park shall be limited to items approved by the Department of Parks, Recreation and Buildings.

i. The Caretaker shall be responsible for removing snow from the porches, entrances, exits and walkways to the residence. The Department of Parks, Recreation and Buildings will be responsible for plowing the driveway on the premises during the normal workweek after the snow has stopped.

j. The Caretaker shall be responsible for making all the necessary preparations for all discussion groups.

k. The Caretaker must provide access to the Orange & Rockland Utilities' meters located on the premises, and shall be responsible for insuring that said meter is available on the date scheduled by Orange & Rockland for reading purposes. In the event the Caretaker fails to do so he shall be fully responsible for any costs incurred to Orange & Rockland.

l. The Town has the right to inspect, review and approve all work, materials and contractors being used on the Property. Any work performed by the Caretaker's is subject to the following conditions: Caretaker must perform or cause to be performed all repairs, renovations and other work permitted hereunder in a good, safe, workmanlike manner.

m. Caretaker must not allow any liens to attach to the Property.

n. The Caretaker shall maintain watchful care over the park property, buildings and equipment and contact the Orangetown Police Department when the need arises. Caretaker shall notify the Orangetown Police Department when alerted to any potential violation of Town laws and regulations relating to proper park use, including, but not limited to Chapter 7A of the Code of the Town of Orangetown. (Town Code, Chapter 7A, can be found at <https://www.ecode360.com/26862827>).

o. Applicable Laws and Regulations: The Caretaker shall be responsible for observing any and all laws, rules, regulations, codes and statutes relating to the work to be performed on the Property, and shall be responsible for obtaining all necessary permits as required to complete the work.

p. Hazardous Materials: Due to the age of some of the structures on the Property, Caretaker acknowledges that lead based paint, asbestos, and other hazardous materials may exist within or upon the Property. The Caretaker shall be responsible for compliance with all applicable codes, rules, laws and regulations relating to the removal, mitigation or encapsulation of any such materials, at the Caretaker's risk and expense. Upon discovering any such material, Caretaker shall immediately provide the Town with written notice of the presence of such material. Any removal, handling or encapsulation of such material must be in accordance with a plan first approved by the Town. Caretaker shall also take all necessary

measures to protect any individuals who may be exposed to such materials while on the Property, during or following any repair/renovation period.

8. FUTURE CHANGES OR IMPROVEMENTS TO THE PROPERTY:

a. Any improvements, modifications, attachments and appurtenances made to the premises by the Caretaker shall become the sole and exclusive property of the Town on termination of this Agreement. Any alterations or improvements shall be done at the expense of the Caretaker and are permitted only with the prior written consent and approval of the Town of Orangetown regarding the plans and specifications submitted by Caretaker. No allowance will be granted by Town for Caretaker's cost of improvements except by specific written agreement approved in advance. Any such Agreement shall become a part of this Agreement.

b. Prior to the commencement of construction of any improvement, fixture or appurtenance, Caretaker must submit to the Town Board, a development plan consisting of complete plans, drawings, and specifications, showing the location, type of construction and external appearance of said facility or facilities, at least forty-five (45) days prior to beginning work. Caretaker's submittal must be of sufficient detail and content to permit the Town Board to fully evaluate Caretaker's anticipated project. The Town Board will respond in writing to Caretaker's submission within forty-five (45) days of the receipt of all required documentation. The Town reserves the right to deny approval of any and all improvements proposed by Caretaker. All improvements shall conform to and comply with the development plan as approved.

i. In the event of an emergency need for major repair or improvement, Caretaker will notify the Town Superintendent of Parks and Recreation immediately, and the Town Superintendent of Parks and Recreation will respond within an appropriate period of time, as dictated by the emergency situation and by the requirements of this Agreement.

ii. The Town has the right to inspect all work and materials before, during and after construction.

iii. The total cost of all such changes or improvements will be borne solely by Caretaker. Caretaker will be solely responsible for obtaining any and all permits and licenses from all appropriate County, State, and/or municipal authorities.

9. RESPONSIBILITIES OF CARETAKER: Caretaker covenants and agrees as follows:

a. Caretaker will submit a monthly written report detailing maintenance activities to the Department of Parks, Recreation and Buildings by the first day of the month.

b. Caretaker shall not strip, overload, damage or deface the Property, hallways, stairways or other approaches thereto or the fixtures thereupon or used therewith, nor suffer or permit any waste in or upon said Property.

c. Caretaker shall not keep gasoline or other flammable material or any explosive within the Property which will increase the rate of all risk insurance on the Property beyond the ordinary risk established for the type of operations described herein. Any such increase in the insurance rate due to the above, or due to Caretaker's special operations within the Property, shall be borne by Caretaker. The Caretaker shall not, nor shall the Caretaker permit other persons to do anything on or in said premises, or bring anything into said premises, or permit anything to be brought into said premises, or to be kept therein which will, in any way, increase the rate of fire insurance on said premises.

d. Caretaker shall not willfully do any act or thing in or about the Property which may make void or voidable any insurance on the Property, and Caretaker agrees to conform to all rules and regulations established from time to time by the Town, the County, New York State or any other authority having jurisdiction over such matters.

e. Caretaker shall not use the Property or allow the Property to be used or any part thereof for any illegal, unlawful or improper purpose or for any activity which will constitute a public or private nuisance to adjacent properties or the adjacent neighborhood.

f. Caretaker shall not place upon the Property any placard, sign, lettering or awning except such, and in such place and manner as shall have been first approved in writing by the Town, and provided that the Caretaker complies with all relevant local ordinances and regulations.

g. The Caretaker shall not suffer the same to be occupied for any business purpose, and in the event of the breach thereof, the term of the agreement shall immediately cease and terminate, at the sole option of the Town, as if it were an expiration of the original term.

h. Caretaker acknowledges that all responsibilities of Caretaker relating to the use or misuse of the Property and anything therein shall be construed to include use or misuse thereof by Caretaker's agents, employees, contractors, subcontractors, roommates and invitees.

i. Caretaker shall comply with all reasonable rules and regulations with regard to the use of the Property that may be from time to time promulgated by the Town and any violation of said rules and regulations shall be deemed to constitute a violation of this Agreement. It is understood that such rules and regulations shall not unreasonably interfere or prevent the intended uses of the Property as set forth in this Agreement.

10. UTILITIES: The Town shall be responsible for the payment of the gas and electric bill and the water bill.

11. CONDITION OF THE PROPERTY:

a. AS-IS CONDITION: The Caretaker accepts the Property in its "**AS-IS**" **condition**. The Town makes no representation or warranties as to habitability or fitness for a particular purpose. Caretaker agrees that it has no claim for breach of any covenant of quiet enjoyment or habitability arising out of the condition of the Property. The Caretaker agrees to maintain the Property in good condition and state of repair and free of clutter throughout the term of this Agreement and any extensions thereof. The Caretaker agrees to keep the Property clean and neat in appearance at all times. The Caretaker shall not suffer or commit any waste to, in or upon said Property or fixtures, nor commit waste with regard to utilities furnished by the County. The Caretaker shall be liable for and make repairs to the Property, fixtures and appliances belonging thereto, resulting from damage by misuse or neglect of the Caretaker, the Caretaker's agents, servants or invitees. No improvement or alteration of the Property shall be made without the prior written consent of the Town. The Town shall not be responsible for any work or materials furnished on or to said Property, and Caretaker has no authority to incur any debt or make any charge against the Town or to create any lien upon said Property for any work or materials furnished to the Property. The Caretaker shall give the Town prompt notice of any defects in or accidents to the structures, plumbing, electrical wiring, heating or air conditioning apparatus or any other part of said Property in order that the same can be repaired with due diligence. The Town makes no representation as to the condition of the personal property or the equipment now on the premises. However, any personal property which is the property of the Town now upon the premises, or replacement thereof, shall remain the property of the Town of Orangetown, and upon the termination of the term hereof, shall be returned to the Town in the same condition as present, reasonable wear and tear excepted.

b. Excavation Prohibited: Without the express written consent of the Town, the Caretaker shall not cause, permit or suffer any grading, alteration, excavation, subsoiling, drainage improvement, or other undertaking which would materially disturb the surface or subsurface of the ground on the Property.

12. INSURANCE: The Town shall not be responsible for any losses incurred by the Caretaker in connection with the premises, by theft, vandalism or otherwise and mandates that the Caretaker maintain an insurance policy covering the property. A copy of said policy shall be delivered to the Department of Parks, Recreation and Buildings prior to occupying the premises.

a. Caretaker agrees to obtain and maintain, during the full term of this Agreement, a policy of liability insurance with a minimum limit for bodily injury and property damage in the amount of ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS per occurrence issued by an insurance company licensed in the State of New York and acceptable to the Town.

b. Additional Insured: The Town of Orangetown shall be named an additional insured under this policy.

c. Policy Cancellation: Forty-five (45) days written notice, to the Town of Orangetown Office of Parks and Recreation, of cancellation or material change of any of the policies is required.

d. The Caretaker shall, no later than ten (10) days from the execution term of this Agreement pursuant to Paragraph 3 hereof, deliver to the Town the said policies or certificates of insurance evidencing the coverage hereinabove stated. The Caretaker has the obligation to assure that the Town has a valid unexpired certificate of insurance.

13. DEFAULT:

a. Caretaker shall be considered in default of this Agreement upon the occurrence of any of the following:

- i. Failure to perform under any term, covenant or condition of this Agreement ("breach") and the continuance thereof for thirty (30) days after written notice from the Town specifying said failure, unless the exigencies of the circumstances require a shorter time for rectifying the breach.
- ii. The commencement of any action or proceeding for the dissolution or liquidation of Caretaker, or for the appointment of a receiver or trustee of Caretaker's property, and the failure to discharge any such action within thirty (30) days.
- iii. The making of any assignment for the benefit of Caretaker's creditors.
- iv. The abandonment of the Property by Caretaker.

b. In the event that the Caretaker shall be in default as hereinabove stated, and shall fail to cure the breach within thirty (30) days (or such shorter time as the exigencies of the circumstances may require) after written notice from the Town (or such period as may be reasonably required to correct the breach with exercise of due diligence), then and in every such case thenceforth, at the option of the Town or the Town's assigns, the Caretaker's right of use and possession shall thereupon end, and the Town may proceed to recover possession under the laws of the State of New York (free and clear of Caretaker and any roommates) and seek any other remedy to which the Town may be entitled under this Agreement and under the laws of the State of New York.

14. SURRENDER OF POSSESSION: Caretaker covenants, at the expiration or other termination of this Agreement, or upon the Town's recovery of possession of the Property, to remove all personal property from the Property not the property of the Town, and to yield up to the Town, the Property and all keys, locks and other fixtures connected therewith (except furnishings belonging to Caretaker) in good repair, order and condition in all respects, reasonable wear and use thereof and damage by fire or other

casualty and damage from any risk with respect to which Caretaker is not herein expressly made liable excepted. All improvements made upon and fixtures installed upon the Property will be the property of the Town.

15. ABANDONMENT: If at any time during the period of occupancy, Caretaker abandons the Premises or any part thereof, Town may, at Town's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Caretaker for damages or for any payment of any kind whatever. If Town's right of re-entry is exercised following abandonment of the Premises by Caretaker, then Town shall consider any personal property belonging to Caretaker and left on the Premises to also have been abandoned, in which case Town may dispose of all such personal property in any manner Town shall deem proper and Town is hereby relieved of all liability for doing so. **BY SIGNING THIS OCCUPANCY AGREEMENT, CARETAKER AGREES THAT UPON SURRENDER OR ABANDONMENT, TOWN SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF CARETAKER'S PERSONAL PROPERTY.**

16. ACCESS: The Caretaker shall allow the Town and the Town's employees or agents to have access to the Property at all reasonable times, during normal working hours for the Purpose of inspection, or in the event of fire or other property damage, or for the purpose of performing any work which the Town considers necessary or desirable, or for any other purpose pursuant to the reasonable protection of the Property. The Caretaker and any occupant shall allow access by the Town to the single family residence in accordance with applicable law. The Caretaker shall not alter or change the exterior locks installed on the Property, and in the event of an approved change, shall provide the Town with keys to the residence, said keys to be used by the Town to obtain access to the Property in emergency situations.

17. INSPECTION OF PREMISES: Town and Town's agents shall have the right at all reasonable times during the period of occupancy and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon, and for the purpose of making any repairs, additions or alterations as may be deemed appropriate by Town for the preservation of the Premises. Town and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Occupancy Agreement. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not conform to this Occupancy Agreement or to any restrictions, rules or regulations affecting the Premises.

18. FORCE MAJEURE: Anything in this Agreement to the contrary notwithstanding, providing such cause is not due to the willful act or a neglect of either party, neither party shall be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Agreement if the same shall be due to any strike, lockout, civil commotion, warlike operation, invasion, rebellion,

hostilities, military or upsurged power, sabotage, government regulations or controls, inability to obtain any material, service or financing, through an act of God or other cause beyond the control of either party. In the event that any of the above events beyond the control of either party shall render the Property uninhabitable or shall frustrate the caretaking and restoration purposes of this agreement, either party shall have the right to terminate this Agreement by providing thirty (30) days notice to the other.

19. HOLD HARMLESS: Caretaker agrees to protect, indemnify and hold harmless the Town, its officers, employees and agents (the "Indemnified Parties") from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, liens, encumbrances, suits or actions and attorneys' fees, and the cost of the defense of the Indemnified Parties in any suit, including appeals, for personal injury to, or death of, any person or persons, or loss or damage to property caused by any act, intentional or negligent of the Caretaker, its agents, roommates, licensees, invitees, contractors, subcontractors or employees, at or upon the Property or any part thereof, or in connection with or as a result of this Agreement any use or rights hereunder, or the performance by the Caretaker of its obligations hereunder, except to the extent that the injury, death, loss or damage was the result of the willful misconduct or negligent acts errors or omissions of such Indemnified Party. The foregoing indemnification also applies to any liabilities or penalties arising out of any violation of any law, ordinance, regulation or permit. These indemnification provisions are for the protection of the Indemnified Parties only and must not establish, of themselves, any liability to third parties.

20. DESTRUCTION OF PROPERTY:

a. In the event the Property is destroyed or damaged from whatever cause so as to render all or a substantial portion of the Property unfit for the purposes for which the Property is used, and the repair of said destruction or damage cannot reasonably be accomplished within available insurance proceeds within ninety (90) days from the date of such damage, Caretaker and the Town shall each be entitled to terminate this Agreement by written notice to the other within thirty (30) days after the destruction or damage occurred.

b. In the event that the Town or Caretaker as their interests may appear, are able to undertake the repair of the Property, they shall complete said repairs within ninety (90) days or within a reasonable time, given the circumstances of the necessary repairs, from the date of destruction or damage and this Agreement shall not be affected.

c. In the event that parties are not able to repair the Property as hereinabove provided, this Agreement shall terminate immediately upon notice from the Town and Caretaker shall not be entitled to any compensation or payment from the Town for the value of any remaining term of the Agreement.

d. All insurance proceeds (except "renter" insurance proceeds specifically covering Caretaker's personal belongings) shall be immediately paid to the Town.

e. In case of damage by fire or other cause to the building that the Caretaker are occupying as their residence, if the damage is so extensive as to amount practically to the total destruction of the premises, or if the Town shall, within a reasonable time, decide not to repair or rebuild, this agreement shall terminate and have no further force or effect.

21. NOTICE OF DEFECTS: Caretaker shall give the Town Superintendent of Parks and Recreation prompt written notice of any and all accidents in or damages to the Property.

22. COMPLIANCE WITH LAWS: It is understood, agreed and covenanted by and between the parties hereto that Caretaker, at Caretaker's expense, will promptly comply with, observe and perform all of the requirements of all of the statutes, ordinances, rules, orders and regulations now in effect or hereinafter promulgated whether required by the Federal Government, State of New York, County of Rockland or Town of Orangetown. The foregoing shall not be construed to preclude the Caretaker from exercising its legal right to contest the validity of legislation through judicial process, provided that the Caretaker shall continue to fully comply with the provisions of this Paragraph pending the outcome of the Caretaker's efforts.

23. PARTIAL INVALIDITY: In case any provision or any part of any provision contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or remaining part of the affected provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or part thereof had never been contained herein but only to the extent it is invalid, illegal or unenforceable. In the event that any such provision may be construed so as to overcome any such potential invalidity, illegality or unenforceability, then a liberal interpretation shall be applied and the Agreement shall be interpreted in such a manner favorable to its validity, legality and enforceability, it being the express intention of the parties hereto to fully perform the obligations contained herein and the purposes sought hereby. And it is also the intention of the both parties that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added, as a part of this Agreement, a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible and be valid, legal and enforceable.

24. WAIVER: The failure of either party to insist on any occasion upon the strict performance of any covenant, condition or agreement herein contained shall not constitute or operate as a waiver of such covenant, condition or agreement on that occasion or any subsequent occasion. No mention in this Agreement of any specific right or remedy shall preclude either party from exercising any other right or from having any other remedy or from maintaining any action to which it may otherwise be entitled either at law or in equity. The Town specifically does not waive its police powers or any authority to enact legislation or administer or enforce its legal rights or obligations.

25. PROHIBITION OF HAZARDOUS SUBSTANCES: The Caretaker agrees not to store or bring hazardous substances onto the Property. The Caretaker shall be responsible for and shall indemnify and defend the Town against any and all claims of any personal injuries or personal and real property damage as a result of any hazardous substance being brought on the Property by the Caretaker, its agents, contractors, subcontractors, employees, roommate, or invitees.

26. MAILING NOTICES: Unless otherwise provided herein, whenever notice is to be given under the terms of this Agreement, such notice shall be deemed to have been given three (3) United States Postal Service working days after enclosed in an envelope having the proper postage, addressed to the party, and deposited at the United States Post Office or mailbox. Any such notice shall be in the form of Certified Mail, Return Receipt Requested. Notices to the respective parties shall be addressed as follows:

TOWN OF ORANGETOWN
Superintendent of Parks and Recreation
Town of Orangetown
81 Hunt Road
Orangeburg, New York 10962

CARETAKER
Mr. Brian Edwards
212 North Main Street
Pearl River, New York 10965

27. GENERAL PROVISIONS: This document represents the entirety of the Agreement between the parties hereto with respect to the subject matter hereof and shall not be amended, altered or modified except by writing duly executed by each of the parties hereto. This Agreement shall be binding upon the parties and their respective successors and assigns. This Agreement and its provisions shall be governed and construed in accordance with the laws of the State of New York.

28. ASSIGNMENT OR LICENSING OF THE PROPERTY: Caretaker shall not assign this Agreement, nor sublease or license or allow the use of the Property or any part thereof without the Town's written approval. Prior to execution of any license, assignment or use agreement for the Property, the Caretaker must first obtain the Town's written consent, which consent may be withheld or granted in the Town's sole discretion. In order to receive Town consent to a prospective license, use agreement or assignment, the Caretaker shall submit to the Town copies of the proposed license, use or assignment agreement, a description of the activities of the proposed user, licensee or assignee, and any other information pertinent to the proposed use. The Town shall respond in writing within thirty (30) days of receipt of the above materials. No response on the part of the Town shall be deemed a denial. In the event this Agreement is assigned or any portion of the Property is licensed by the Caretaker, the Caretaker shall nonetheless remain responsible for the performance of all obligations required of the Caretaker under this Agreement.

29. APPROVALS: In each instance in this Agreement requiring Town approval or consent, such consent or approval must be in writing signed by a duly authorized representative of the Town Superintendent of Parks and Recreation. Caretaker may not rely upon verbal approval or consent.

30. CONDEMNATION: In the event that the Property, or any part thereof, is taken or condemned for public use or purpose by any competent authority, Caretaker shall have no claim against the Town and shall not have any claim or right to any portion of the amount that may be awarded as damages or paid as a result of any such condemnation; and all rights of the Caretaker to damages therefore, if any, are hereby assigned by the Caretaker to the Town. Upon such condemnation or taking, the term of this Agreement shall, at the option of either party, cease and terminate from the date of such governmental taking or condemnation and the Caretaker shall have no claim against the Town for the value of any unexpired term of this Agreement. The foregoing notwithstanding, Caretaker shall be entitled to claim in a separate proceeding and to prove and receive in such separate proceeding such award as may be allowed for relocation expenses.

31. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT: Performance under this agreement may be terminated in whole or in part, whenever the Town Board of the Town of Orangetown shall determine that termination of this Agreement is in the best interest of the Town. In the event of termination, the Town shall be liable for performance due or becoming due prior to the effective date of termination. Termination hereunder shall be effected by delivery to the Caretaker of written Notice of Termination, upon which date the termination shall become effective.

32. NO AGENCY, EMPLOYEE OR REPRESENTATIVE RELATIONSHIP: It is agreed by the parties hereto that, at all times and for all purposes within the scope of this Agreement, the relationship between the Caretaker and the Town is that of an independent contractor, and Caretaker shall not be entitled to any of the rights, privileges or benefits of an Town of Orangetown employee.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed the day and year first written above.

ATTEST:

TOWN OF ORANGETOWN

ROSANNA SFRAGA, TOWN CLERK

TERESA M. KENNY, SUPERVISOR

BRIAN EDWARDS - CARETAKER

APPENDIX “A”

SUGGESTED ONGOING PREVENTATIVE MAINTENANCE HENRY V. BORST PARK

DATE	TASK TO BE PERFORMED	CHECKED
	Clean drain in exterior stairwell of basement entry.	
	Inspect dehumidifier in basement regularly to ensure that it is performing properly; and drain when full or necessary.	
	Make sure air vents indoors and outside (intake, exhaust and forced air) are not blocked by snow or debris.	
	Check and clean range hood filters on a monthly basis.	
	Test the Ground Fault Circuit Interrupter(s) monthly by pushing test button. This should then cause the reset button to pop up.	
	Regularly check the house for safety hazards such as a loose handrail, lifting or buckling carpet, etc.	
	Inspect fire extinguishers to ensure they are fully charged.	
	Test smoke detector(s).	
	Drain off sediment from base of hot water tank.	
	Inspect bathtubs and sinks for caulking and leaks; repair as needed.	
	Check toilet supply/shut off valve.	
	Check operation of water pump and sump pump.	
	Defrost manual refrigerator; or if automatically defrosted, wash off shelves and clean.	
	Review emergency procedures and practice fire drill.	
	Clean or replace air filters when the system is in use for heating or cooling.	
	Vacuum heat registers, vents and radiators.	
	Clean faucet aerators and shower heads.	
	Check for signs of rodents, bats, roaches, termites, etc.	
	Clean gutters and downspouts.	
	Lubricate and repair windows and doors.	
	Check the operation of outside lighting; repair as necessary.	
	OTHER: (Please detail):	

**SUGGESTED ONGOING FALL/AUTUMN MAINTENANCE CHECKLIST
HENRY V. BORST PARK**

DATE	TASK TO BE PERFORMED	CHECKED
	Lubricate circulating pump on hot water heating system.	
	Turn ON gas furnace pilot light.	
	If the heat recovery ventilator has been shut off for the summer, clean the filters and the core, and pour water down the condensate drain to test it.	
	Clean portable humidifier if one is used.	
	Have well water tested for quality. It is recommended that you test for bacteria every six (6) months.	
	Replace window screens with storm windows.	
	Remove screens from inside of casement windows to allow air from the heating system to keep condensation off window glass.	
	Ensure all doors to the outside shut tightly, and check other doors for ease of use. Renew door weather-stripping if required.	
	Cover outside air-conditioning units.	
	Ensure that the ground around the home slopes away from the foundation wall, so that water does not drain into the basement.	
	Clean gutters.	
	Clean leaves from eaves, troughs and roofs, and test downspouts to ensure proper drainage from the roof.	
	Check chimneys for obstructions such as nests.	
	Drain and store outside hoses. Close valve to outdoor hose connection.	
	If you have a septic tank, measure the sludge and scum to determine if the tank needs to be emptied before the spring. Tanks should be pumped out at least once every three (3) years.	
	Trim trees and shrubs away from house.	
	Mow grass as needed.	
	Leaf and branch pick-up.	
	OTHER: (Please detail):	

**SUGGESTED ONGOING WINTER MAINTENANCE CHECKLIST
HENRY V. BORST PARK**

DATE	TASK TO BE PERFORMED	CHECKED
	After consulting the hot water tank owner's manual, drain off a dishpan full of water from the clean-out valve at the bottom of you hot water tank to control sediment and maintain efficiency.	
	Clean humidifier two or three times during the winter season.	
	Vacuum bathroom fan grille.	
	Vacuum fire and smoke detectors, as dust and/or spider webs can prevent them from functioning.	
	Vacuum radiator grilles on back of refrigerators and freezers, and empty and clean drip trays.	
	Check gauge on all fire extinguishers; recharge or replace if necessary.	
	Check fire escape routes, door and window locks and hardware, and lighting around outside of house.	
	Check the basement floor drain to ensure the trap contains water. Refill with water if necessary.	
	Monitor your home for excessive moisture levels – for example, condensation on your windows, which can cause significant damage over time and pose serious health problems, and take corrective measures.	
	Check all faucets for signs of dripping and change washers as needed. Faucets requiring frequent replacement of washers may be in need of repair.	
	If you have a plumbing fixture that is not frequently used, such as a laundry tub or spare bathroom, sink, tub or shower stall, run some water briefly to keep water in the trap.	
	Clean drains in dishwasher, sinks, bathtubs and shower stalls.	
	Test plumbing shut-off valves to ensure that they are working and to prevent them from seizing.	
	Examine windows and doors for ice accumulation or cold air leaks. If found, make a note to repair or replace in the spring.	
	Examine the attic for frost accumulation. Check roof for ice dams or icicles.	
	Check electrical cords, plugs and outlets for all indoor and outdoor seasonal lights to ensure fire safety; if worn, or plugs or cords feel warm to the touch, replace immediately.	
	OTHER: (Please detail):	

**SUGGESTED SPRING MAINTENANCE CHECKLIST
HENRY V. BORST PARK**

DATE	TASKS TO BE PERFORMED:	CHECKED
	After consulting your hot water tank owner's manual, carefully test the temperature and pressure relief valve to ensure it is not stuck.	
	Have fireplace or woodstove or chimney cleaned and serviced as needed.	
	Clean and replace air conditioning filters (if applicable).	
	Check dehumidifier and clean if necessary.	
	Turn OFF gas furnace and fireplace pilot lights where possible.	
	Have well water tested for quality. It is recommended that you test for bacteria every six (6) months.	
	Check smoke, carbon monoxide and security alarms and replace batteries.	
	Clean windows, screens and hardware, and replace storm windows with screens. Check screens first and repair or replace if needed.	
	Open valve to outside hose connection after all danger of frost has passed.	
	Examine the foundation walls for cracks, leaks or signs of moisture, and repair as required. Repair and paint fences as necessary.	
	Ensure sump pump is operating properly before the spring thaw sets in.	
	Re-level any exterior steps or decks which moved due to frost or settling.	
	Check eaves, troughs and downspouts for loose joints and secure attachment to your home, clear any obstructions, and ensure that water flows away from the foundation.	
	Clean gutters.	
	Undertake spring landscape maintenance and, if necessary, fertilize young trees.	
	Inspect wooden decks, steps and rails, for loose or damaged boards and raised nails. Repair as required.	
	Inspect roof materials and roof flashings.	
	Inspect weather stripping around doors and windows.	
	Mow grass; trim shrubs	
	Leaf and branch pick-up.	
	OTHER: (Please detail):	

**SUGGESTED SUMMER MAINTENANCE CHECKLIST
HENRY V. BORST PARK**

DATE	TASK TO BE PERFORMED	CHECKED
	Monitor basement humidity and avoid relative humidity levels above sixty (60%) percent. Use a dehumidifier to maintain safe relative humidity.	
	Check basement pipes for condensation or dripping, and take corrective action. For example, reduce humidity or insulate cold water pipes.	
	If you have a plumbing fixture that is not frequently used, such as a laundry tub, or spare bathroom sink, bathtub or shower stall, run some water briefly to keep water in the trap.	
	Vacuum bathroom fan grille.	
	Disconnect the duct connected to the dryer and vacuum lint from the duct, the area surrounding your dryer and your dryers vent hood outside.	
	Check security of all guardrails and handrails.	
	Check smooth functioning of all windows and lubricate as needed.	
	Inspect window putty on outside of glass panes and replace as needed.	
	Lubricate door hinges and tighten screws as needed.	
	Check and replace damaged caulking and weather-stripping around windows and doorways, including any door between the house and the garage.	
	Inspect electrical service lines for secure attachment where they enter your house, and make sure there is no water leakage into the house along the electrical conduit.	
	Check exterior wood siding and trim for signs of deterioration; clean, replace or refinish as needed.	
	Inspect basement/crawl space/attic for moisture issues.	
	Inspect for insect activity (termites, ants, wood bees, etc.)	
	Check for and seal any holes in exterior cladding that could be an entry point for small pests, such as bats, squirrels.	
	Remove any plants or roots that contact or can penetrate the siding or brick/concrete.	
	Note any sagging on the roof that could indicate structural problems requiring further investigation from inside the attic. Note the condition of all shingles for possible repair or replacement, and examine all roof flashings, such as at chimney or roof joints, for any signs of cracking or leakage.	
	Check the chimney cap and the caulking between the cap and the chimney.	
	Repair driveway and walkways as needed.	
	OTHER: (Please detail):	

DOG CONTROL SERVICES AGREEMENT FOR YEAR 2025

**By and between
Town of Orangetown
And
Hudson Valley Humane Society for the Prevention of Cruelty to Animals**

WHEREAS, the **TOWN OF ORANGETOWN**, (hereinafter “TOWN”), is a municipal corporation of the State of New York, having its principal place of business at 26 W. Orangeburg Road, Orangeburg, New York 10962; and

WHEREAS, **Hudson Valley Humane Society for the Prevention of Cruelty to Animals**, (hereinafter “HVHS”), is a domestic not-for-profit corporation, created and existing under and by virtue of the laws of the State of New York and having its office and principal place of business at 200 Quaker Road, Pomona, New York 10970; and

WHEREAS, the TOWN needs dog control services including enforcement, and housing and boarding, under Article 7 of the New York State Agriculture and Markets Law and its’ Town Code; and

WHEREAS, the HVHS is a humane society, and a duly authorized society for the prevention of cruelty to animals, which has been engaged in the prevention of cruelty to animals in Rockland County, New York; and

WHEREAS, the TOWN is authorized to contract for such services with a duly incorporated society for the prevention of cruelty to animals pursuant to Article 7 of the New York Agriculture and Markets Law; and **WHEREAS**, the TOWN and HVHS believe that the TOWN’s contracting with HVHS for the provision of dog control services will improve the quality and level of service provided to TOWN residents; and

NOW, THEREFORE, THE TOWN AND HVHS HEREBY AGREE AS FOLLOWS:

1. TERM: This agreement will commence January 1, 2025 and shall continue through December 31, 2025.
2. SERVICES TO BE PROVIDED: The HVHS through its duly appointed agents and employees shall provide those services as per this Agreement to the TOWN for seized, lost, strayed or homeless domestic canine animals pursuant to §114 of the New York State Agriculture and Markets Law, and shall be permitted to adopt canines as set forth herein, and shall properly care for these dogs in its shelter, that shall at all times during the term hereof be under the care and charge of a competent employee, Board member or duly appointed Humane Law Enforcement officer (HLE).
3. HVHS DUTIES UNDER THIS AGREEMENT:
 - a. HVHS will act as an agent of the TOWN to enforce the provisions of the Agriculture and Markets Law §117 and Town Code Section 9-5, with respect to impoundment periods, impoundment fees, proper licensing and rabies vaccinations (as it pertains to canines only).
 - b. As agent for the TOWN, HVHS shall not release a dog to any TOWN resident without such resident providing acceptable proof of licensing and rabies vaccination.
 - c. In addition, HVHS shall not release a dog found within the TOWN to a resident of New York City or another State unless that party provides proof of license, and if not available, that party must license the dog before it can be released. Any deviations shall be reported via written letter, fax or email from HVHS to the TOWN Animal Control Officer (ACO) for enforcement.

- d. HVHS will issue and assign a unique identification tag to every dog at no cost to the TOWN or owner; the identification tag has a unique number and provides another level of identification for the dog's safety.
4. DOG LICENSE FROM TOWN:
 - a. HVHS shall be authorized to issue dog licenses on behalf of the TOWN and collect the appropriate TOWN Code license fees.
 - b. HVHS shall have the TOWN permit form completed by the applicant and collect the necessary fees; and issue the tag to the applicant.
 - c. The TOWN permit form and all such monies collected by HVHS on behalf of the TOWN for licensing a dog must be remitted to the TOWN Clerk by the fifteenth (15th) day of the month following the month of collection with all other required documentation.
 5. FEES FOR IMPOUNDMENT/SHELTER/FEED/WATER/CARE:
 - a. The TOWN shall pay to HVHS the sum of FORTY AND 00/100 (\$40.00) DOLLARS for each night the dog has been in the care of HVHS (for a maximum of FIVE (5) nights from the date of seizure) for the shelter, feed, water and care of all seized, lost, strayed or homeless canines delivered by the TOWN'S employees and TOWN residents to HVHS for impoundment and disposition. The parties agree that a "same day reclaim" is charged as the ONE (1) night minimum. Charges to the TOWN will conclude once an owner claims their animal.
 - b. The owner may redeem such dog:
 - i. by producing proof that such dog is, or has been, licensed in accordance with TOWN Code Section 9-6; and

- ii. upon payment of the impoundment fees as set forth in TOWN Code Section 9-5 in the amount of FORTY AND 00/100 (\$40.00) DOLLARS for each night or one-night minimum stay for a same day reclaim for the period the canine has been in the care of HVHS;
 - iii. A receipt for any fees paid directly to the TOWN Clerk, (i.e. for impoundment and/or licensing), shall be presented to HVHS prior to the release of the animal.
 - c. With written approval from the Animal Control Office or Town Clerk's Office, TOWN hereby agrees that HVHS may collect required Impound and Boarding Fees and release an animal to its owner under extenuating circumstances..
 - d. HVHS is authorized to collect Town Code licensing fees (if necessary) and impoundment fees from the dog owner at time of redemption.
 - e. All such monies collected by HVHS on behalf of the TOWN must be remitted to the TOWN Clerk by the FIFTEENTH (15TH) day of the month subsequent to the month the monies are collected or the documents are received with all other required documentation.
- 6. HVHS IMPOUNDMENT DUTIES DURING REDEMPTION PERIOD:
 - a. No later than TWENTY-FOUR (24) hours, or as soon as practicable, after a companion canine animal has been seized or taken possession of, by any TOWN dog control officer, animal control officer, or peace officer acting pursuant to his or her special duties, or police officer, and comes under the care, custody and control of HVHS, then HVHS must take steps to:
 - i. check such animal for all forms of identification, including, but not limited to, tags, microchips, tattoos or licenses; and

- ii. if practicable, and if the necessary technology and equipment are available, make available to the public on the internet on a website or social media maintained by HVHS, a photograph, and a general description of the animal to assist the owner or owners in finding the animal, including the breed or breeds, if known. It is agreed that information about the animal may be withheld, however, if deemed appropriate to facilitate finding the owner or otherwise protect the safety of the animal.
- b. As soon as practicable after the seizure or taking possession of such animal potentially identifiable by a form of identification, including a license, tag, tattoo or microchip, or records or reports that are readily available of animals reported to be lost, reasonable efforts must be made to identify and provide actual notice to the owner of the animal by any means reasonably calculated to provide actual notice to the owner.
- c. The owner may redeem such dog upon payment of the impoundment fees as set forth in Town Code Section 9-5 payable to the TOWN and/or HVHS, and by producing proof that such dog is or has been licensed, and properly identified.
 - i. A receipt for any fees paid directly to the TOWN Clerk shall be presented to HVHS prior to the release of the animal.
- d. At the end of the TOWN Code established impoundment period, any identified, unidentified dog, unlicensed, unredeemed, aged, diseased or otherwise unadoptable, seized, lost, strayed or homeless domestic canine animal (in the judgment of HVHS), unless otherwise specified by the Animal Control Officer, becomes the property of the HVHS;

- e. If the dog is not claimed at the end of the TOWN's impoundment period, the dog shall become the property of HVHS, and the TOWN will pay HVHS an additional one-time stipend of FIVE HUNDRED AND 00/100 (\$500.00) DOLLARS towards the future care of the dog.
- f. Following such transfer, the TOWN shall be released and held harmless from any cost, expense or other liability that may be incurred relating to such animal.
- g. Upon the expiration of the redemption period, any unredeemed, seized, lost, strayed or homeless domestic canine animal shall be deemed transferred to, and shall become the property of, HVHS, which, thereafter, may release such unredeemed dog for adoption, place such dog, or otherwise act with respect to such dog as permitted by law.
- h. Additional holding times: Additional holding times may be required if mandated by a Court of competent jurisdiction for any reason, including without limitation, pursuant to Article 26 of the Agriculture and Markets Law.

7. EMERGENCY VETERINARY CARE:

- a. If any dog that is under the care, custody and control of HVHS pursuant to this Agreement is determined by HVHS (after consultation with a licensed veterinarian and an authorized agent of the TOWN) to need "emergency" veterinary services, HVHS will arrange the necessary treatment of the dog by an appropriate veterinarian.
 - i. The TOWN will only be responsible for costs associated with the initial veterinarian examination and treatment if the owner cannot be identified.
 - ii. The TOWN, in its sole discretion, shall have the responsibility for determining the treatment of the animal after consultation with the

veterinarian; and TOWN agrees to be responsible for any agreed upon “emergency” expenses incurred not to exceed FIVE HUNDRED AND 00/100 (\$500.00) DOLLARS per dog, and only if the dog’s owner cannot be identified.

b. HVHS reserves the right to intervene and accept financial responsibility if, in their opinion, the deemed injury/ailment can be remedied.

8. PAYMENTS: The total TOWN payments provided for herein shall be paid to HVHS on a quarterly basis, *in arrears*, with the first payment due on March 31st for the quarter commencing January 1.

a. Payment shall be contingent upon HVHS’s submission, and the TOWN’s review and approval, of all required documentation to include the HVHS Animal Intake Forms, NYS Agriculture and Markets Law “DL-18” forms, and revenues received for that quarter. Provided, however, the TOWN, in its sole discretion, may earlier release to HVHS all, or a portion, of any quarterly payment, upon reasonable assurance that the required documents will be produced, in a timely fashion, and, upon HVHS’s compliance with all other terms of this Agreement.

b. Notwithstanding the aforesaid, the TOWN reserves the right to withhold quarterly payments to HVHS until such time as all documentation and revenues have been properly accounted for.

9. ANIMAL CONTROL OFFICER(S): The TOWN will employ such Animal Control Officer(s) as, in its sole discretion, it deems necessary for the proper implementation of the letter and spirit of its obligations under Article 7 of the Agriculture and Markets Law, but the TOWN

shall not be obligated to budget or spend any funds beyond those actually appropriated for the purpose of implementation Article 7.

10. ACCESS:

- a. The shelter shall be available to accept care, custody and control of domestic canines from the TOWN Animal Control Officer(s), TOWN Highway Department workers, TOWN Police Department Officers, and any other duly authorized agents of the TOWN at all times and during all hours of operation;
- b. TOWN agrees to provide a list of “other authorized agents” to HVHS on a monthly basis.
- c. HVHS agrees to provide a list of employee emergency contact numbers for the facility to the TOWN Animal Control Officer(s), TOWN Police Department, and other authorized agents as designated by the TOWN.
- d. The shelter shall be available for adoptions and surrenders to ORANGETOWN Residents, (with valid proof of residency), by appointment; However, during the COVID-19 pandemic, the residents access will be as dictated by HVHS necessary procedures and appointment requirements.

11. COMPLETION OF FORM DL18: The Animal Control Officer, members of the Police Department, authorized agents of the TOWN, and Town Residents, shall be required to complete a New York State Department of Agriculture and Markets, Division of Animal Industry Form “DL 18” entitled “Dog Seizure and Disposition Report”.

12. PLACEMENT OF ANIMALS AT THE SHELTER: During the term of this Agreement, HVHS agrees to use its best efforts to ensure that seized, lost, strayed or homeless domestic companion canines are placed in a run at the Shelter, and that cages appropriate to the size of the

animal shall only be utilized as a last resort, and in that event, not for more than TWENTY-FOUR (24) hours.

13. POLICIES AND PROCEDURES: During the term of this Agreement, HVHS agrees to abide by the policies and procedures set forth in the Dog Officer and Shelter Manual (hereinafter identified as the “Manual”) promulgated by the NYS Department of Agriculture & Markets, Division of Animal Industry, last revised March 2014. For example:

- a. HVHS shall maintain, at all times, adequate supplies for the performance of its obligations under this contract, including without limitation, the lawful duties under the “Manual”.
- b. A unique “Dog Control Record Number” shall be used for each dog entered on a report; this number shall be assigned by HVHS.
- c. HVHS shall maintain a copy of this Agreement available for viewing by duly authorized agents of the Department of Agriculture and Markets (DOAM).
- d. HVHS shall file and maintain a complete record of any seizure and subsequent disposition of any dog in the manner proscribed by the Commissioner of the New York State Department of Agriculture and Markets.

14. BUDGET AND ANTICIPATED EXPENSES: On or before September 1st in each year, HVHS shall submit, to the TOWN Supervisor:

- a. A copy of the latest Financial Audit Statement;
- b. A copy of the latest Form 990 filed with the Internal Revenue Service;
- c. A breakdown of cost per animal impounded pursuant to this Agreement, including, but not limited to: emergency, medical, veterinary, spay and neuter services; as well as

information concerning the number of animals seized, redeemed, adopted, surrendered and/or transferred; the number of animals euthanized, etc.; and

- d. Written proof of its 501(c)(3) status as a not-for-profit corporation.

15. RECEIPTS, CASH DEPOSITS AND DISBURSEMENTS AND CONTROLS: HVHS shall install and maintain an adequate automated system of internal controls covering income and expenses, and payments received, to ensure that all of the TOWN's fees are paid to them as set forth herein and in a timely fashion.

16. DANGEROUS DOG: There may be times when directed by court order where HVHS may be required to board a dog classified as a "dangerous dog" (as defined in Section 108, paragraph 24(a) of the Agriculture and Markets law). Under such circumstances, the dog shall be harbored in a manner to:

- a. Prevent escape of the dog;
- b. Protect the public from unauthorized contact with the dog;
- c. Protect the dog from the elements pursuant to Section 353(b) of the Agriculture and Markets Law. Such confinement shall not include lengthy periods of tying or chaining;
- d. The restraint of the dog on a leash by an adult at least TWENTY-ONE (21) years of age whenever the dog is not confined;
- e. The dog is to be exercised only by trained staff personnel, Board members or HLE agents and *NOT* volunteers;
- f. When necessary, in the judgment of HVHS, muzzling the dog in a manner that will prevent it from biting any person or animal but that shall not injure the dog or interfere with his vision or respiration but in any event, only if possible to do so without injuring the person attempting to muzzle the dog,

- g. Continue to maintain a liability policy in force and effect to indemnify both the TOWN, the Shelter and HVHS for personal injury or death resulting from an attack by such dangerous dog; and
- h. Comply with all orders of a court competent jurisdiction relative to said animal.

17. INSURANCE: HVHS shall be required to procure and maintain at their own expense the following coverage:

- a. General Liability Insurance: A policy or policies of comprehensive General Liability Insurance with limits of not less than TWO MILLION (\$2,000,000.00) DOLLARS, per occurrence and TWO MILLION (\$2,000,000.00) DOLLARS aggregate.
- b. Professional Malpractice Insurance: A policy or policies of professional liability insurance with limits of not less than ONE MILLION (\$1,000,000.00) DOLLARS.
- c. Each policy of insurance required shall be in the form and content satisfactory to the TOWN Attorney's Office and shall provide that:
 - i. The TOWN OF ORANGETOWN is named additional insured on a primary and non-contributing basis;
 - ii. The insurance policies shall not be changed or cancelled until the expiration of THIRTY (30) DAYS after written notice to the TOWN; and
 - iii. The insurance policies shall be automatically renewed upon expiration and continued in force unless the TOWN is given SIXTY (60) DAYS written notice to the contrary.
 - iv. Such Insurance Policies shall be placed with a carrier that is rated at least A(-) under AM Best for Liability Insurance.

- v. No work shall be commenced under the contract unless and until proof of insurance required by this contract is submitted to TOWN.
- vi. Upon failure to furnish, deliver and maintain such insurance as described above, this Contract may, at the election of the TOWN, be declared suspended, discontinued or terminated. Failure to procure and maintain any required insurance shall not relieve HVHS from any liability under this contract, nor shall the insurance requirements be constructed to conflict with the obligations of HVHS concerning indemnification.

18. WORKERS COMPENSATION INSURANCE: HVHS will comply with the New York State Workers' Compensation Insurance requirements and provide the TOWN with a duly executed Form U-26.3 (NYSIF) (Certificate of Workers' Compensation Insurance) to establish compliance.

19. INDEMNIFICATION / HOLD HARMLESS: HVHS agrees to protect, defend, indemnify and hold the TOWN and its officers, employees, and agents and save it harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of the performance of HVHS pursuant to its' obligations under this agreement and/or the performance thereof. Without limiting the generality of the foregoing, any and all claims, etc., relating to personal injury, death, damage to property, or any other violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any Court, shall be included in the indemnity hereunder with the exception

of claims, if any, caused by the sole negligence of the TOWN, its' authorized agents and employees.

20. MODIFICATION, AMENDMENT OR TERMINATION: This agreement may only be modified amended or terminated by an instrument in writing, duly executed and acknowledged by the authorized representative of each party, after approval by the governing body of each party.

21. NON-WAIVER: The failure of the TOWN or HVHS to exercise any right, power or option arising under this Agreement, or to insist upon strict compliance with the terms of this Agreement, and shall not constitute a waiver of the terms and conditions of this agreement with respect to any other or subsequent breach thereof, nor a waiver by TOWN or HVHS of their rights at any time thereafter to require the exact and strict compliance with all the terms hereof.

22. NOTIFICATION: All notices or demands provided for in this Agreement shall be deemed to have been given, made or sent when made in writing and deposited in United States mail by Certified Mail, Return Receipt Requested with postage paid thereon and addressed as follows:

a. Hudson Valley Humane Society
Attn: AnnMarie Gaudio, President
200 Quaker Road
Pomona, New York 10970

b. Town of Orangetown
Attn: Town Supervisor
26 Orangeburg Road
Orangeburg, New York 10962

23. SEVERABILITY: If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid, operative and lawful, pursuant to the laws of the State of New York, or if it cannot be so modified, then severed and the remainder of the Agreement shall continue in full force and effect

as if the Agreement had been signed or filed with the designated filing agent with the invalid portion so modified or eliminated.

24. PARAGRAPH HEADINGS: The paragraph headings used herein are for convenience only.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of _____, 202____.

HUDSON VALLEY HUMANE SOCIETY
FOR THE PREVENTION OF CRUELTY
TO ANIMALS

By: _____
AnnMarie Gaudio, President

Seal:

TOWN OF ORANGETOWN

By: _____
Teresa M. Kenny, Supervisor

Seal:

**FIRE PROTECTION SERVICES AGREEMENT
BETWEEN THE TOWN OF ORANGETOWN
AND THE BLAUVELT VOLUNTEER FIRE COMPANY, INC.
FOR YEAR 2025**

THIS AGREEMENT made as of the ____ day of _____, 2025, between the TOWN BOARD OF THE TOWN OF ORANGETOWN, 26 Orangeburg Road, Orangeburg, County of Rockland and the State of New York, hereinafter designated as the party of the first part, and the BLAUVELT VOLUNTEER FIRE COMPANY, INC., 548 Western Highway, Blauvelt, New York 10913, hereinafter designated as the party of the second part.

-WITNESSETH-

WHEREAS, there has been duly established in the Town of Orangetown a Fire Protection District known as the “Blauvelt Fire Protection District”, embracing territory in the Town in and about the hamlet of Blauvelt as such territory is more fully described in the Resolution establishing such District as was duly adopted by the Town Board of the Town of Orangetown on April 29, 1946, and as described in the extensions of territory duly adopted thereafter; and

WHEREAS, it is proposed that the Town of Orangetown enter into a Contract with the Blauvelt Volunteer Fire Company, Inc. for the furnishing of fire protection in the District;

WHEREAS, due notice has been given of a Public Hearing held at Town Hall of the Town of Orangetown on **the 8TH day of October, 2024 at 7:00 P.M.** to consider such Contract, the notice thereof duly specifying the time and place of the Public Hearing as aforesaid and describing the time and place of the Public Hearing as aforesaid, and describing, in general terms, the proposed Contract; and

WHEREAS, said Public Hearing was duly conducted **on October 8, 2024** as advertised and all persons interested therein and presenting themselves were heard;

WHEREAS, the Town Board, party of the first part, hereinafter “Town”, **on November 12, 2024**, duly authorized a contract with the Blauvelt Volunteer Fire Company, Inc., party of the second part, hereinafter “Fire Company”, for fire protection in the Blauvelt Fire Protection District, upon the terms and provisions herein set forth; and

WHEREAS, this contract has been duly authorized by the Board of Directors of the Blauvelt Volunteer Fire Company, Inc., party of the second part; and the Fire Company has provided the Town Clerk with certified copies of Resolutions of approval of this Agreement by the Board of Directors.

NOW, THEREFORE, the Town does engage the Fire Company to furnish fire protection to said District, and Fire Company agrees to furnish such protection in the manner following, to wit:

1. The Fire Company shall at all times during the period of this Agreement be subject to call for attendance upon any fire occurring in such District and, when notified by alarm or telephone call from any person within the District, of a fire within the District, the Fire Company shall respond and attend the fire without delay, with suitable fire fighting equipment. Upon arriving at the scene of the fire, the members of the Fire Company attending, shall proceed diligently and in every way reasonably suggested to the extinguishment of the fire and the saving of life and property in connection therewith.

2. In consideration of the furnishing of such fire protection and the use of the apparatus of the party of the second part, the Fire Company shall receive SIX HUNDRED NINETY THOUSAND AND 00/100 (\$690,000.00) DOLLARS, covering all services rendered during the period of the year 2025, and the Town covenants and agrees on behalf of the said Fire Protection District to pay the said sum to the Fire Company as soon as the funds are available from the taxes levied.

3. The Town shall also be responsible for the payment of the necessary cost of casualty insurance as provided in Section 205 of the General Municipal Law and such insurance as may be required for compliance with the Volunteer Firemens' Benefit Law and Chapter 64-A of the Consolidated Laws of New York.

4. The Fire Company agrees to obtain, maintain in force and pay for insurance, including, but not necessarily restricted to the following:

- a. Blanket Accident Policy for fire companies;
- b. General Comprehensive Liability, except automobiles, with limits of at least ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS and an Umbrella/Excess Liability policy of at least FIVE MILLION AND 00/100 (\$5,000,000.00) DOLLARS;
- c. Automobile Liability with a Combined Single Limit of ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS;
- d. All of the foregoing policies shall have the necessary endorsement to include coverage while the fire company is participating in any mutual aid plan, or rendering fire service services outside of their fire protection district.

5. Original or duplicate policies of insurance, or evidence of insurance on an ACORD 25 (in the case of liability insurance) form of certificate, each in effect for a period of not less than ONE (1) year and showing the Town of Orangetown as an additional named insured shall be delivered to the Town.

6. In addition, each insurance policy shall include a provision that such policy will not be canceled, altered or in any way limited in coverage or reduced in amount unless the Town is notified in writing at least THIRTY (30) days prior to such cancellation or change.

7. Each insurance policy will be written on such forms as are reasonably acceptable to the Town by insurance companies authorized or licensed to do business in the State of New York and having an Alfred M. Best Company, Inc. rating of "A" or higher and a financial size category of not less than IX, and which companies are otherwise reasonably acceptable to the Town.

8. Should any loss of damage whatever be sustained to the fire apparatus or equipment of the Fire Company in answering or attending or returning from a call to attend a fire or drill within or without said District, irrespective of the cause thereof, the cost of said damage shall not be a charge against the Town.

9. All moneys to be paid under any provision of this Agreement shall be a charge against the said Fire Protection District, to be assessed and levied upon the taxable property of the said District, and collected with the Town taxes.

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

- a. Such person, and any firm, partnership or corporation of which is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of (5) five years after such refusal, and to provide also that;
- b. Any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.
- c. Any person, who, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority, or with a political department, agency or official of the State or of any political subdivision thereof or of a public authority, refuses to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or with any public department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal.
- d. If any other occupation is required on this work, the contractor shall request the Chief Fiscal Officer for supplemental schedule covering such occupation.

11. It is hereby agreed by and between the parties hereto that the Fire Company shall post and maintain the Notices of the New York State Division of Human Rights (in accordance with 9 NYCRR §466.4) indicating the substantive provisions of the Laws Against Discrimination, where complaints may be filed and other pertinent information. Such Notices shall be posted in easily accessible and well-lighted places customarily frequented by the public.

12. The Fire Department agrees to comply with the provisions of Section 189 of the Town Law with regard to fire inspection of property in contract areas.

13. The books and records of the Fire Company will be kept in such form and manner as may be prescribed by the Department of Audit and Control for municipal corporations or agencies thereof and said books shall be subject to audit by the Department of Audit and Control. The Town Board reserves the right to require an audit of the books and records of the Fire Company at the expense of that company.

14. The Fire Company agrees to and shall indemnify, save and hold harmless, the Town of Orangetown, its officers, agents, employees and/or servants, from any and all claims, demands, suits, actions and judgments for the recovery of money, damages or otherwise, including but not limited to attorneys' fees, costs and expenses, for or on account of any occurrence resulting in bodily injury, death or property damages sustained by any person, firm, corporation or entity as a result of the performance of any of the obligations, responsibilities and/or duties of the Fire Company, its officers, agents, employees and servants, hereunder, and/or as a result of the carelessness, negligence or recklessness of the party of the second part, its officers, agents, employees and/or servants, and/or as a result of any act of omission or co-mission of the Fire Company, its officers, agents, employees and servants, and/or imposed upon the party of the first part statutory or by operation of law by reason of this Agreement.

15. This Agreement shall continue for a period of one (1) year commencing January 1, 2025 and ending December 31, 2025.

BLAUVELT VOLUNTEER FIRE COMPANY, INC.

(S E A L)

By: _____
Robert Clifford, Chairman
Board of Directors

TOWN OF ORANGETOWN

By: _____
Teresa M. Kenny, Supervisor

ATTEST:

Gerald Bottari, Councilman

Rosanna Sfraga, Town Clerk

Brian Donohue, Councilman

(S E A L)

Daniel Sullivan, Councilman

Paul Valentine, Councilman

ACKNOWLEDGMENT

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

On the ____ day of _____, 2025, before me personally came TERESA M. KENNY, GERALD BOTTARI, BRIAN DONOHUE, DANIEL SULLIVAN and PAUL VALENTINE, to me known and known to me, who, each being duly sworn, did depose, and say:

That she, Teresa M. Kenny, is the Supervisor of the Town of Orangetown; that she resides at West Nyack, New York;

That he, Gerald Bottari, is a Councilman of the Town of Orangetown; that he resides at Blauvelt, New York;

That he, Brian Donohue, is a Councilman of the Town of Orangetown; that he resides at Pearl River, New York; and

That he, Daniel Sullivan, is a Councilman of the Town of Orangetown, that he resides at Pearl River, New York; and

That he, Paul Valentine, is a Councilman of the Town of Orangetown; that he resides at Blauvelt, New York;

That they know the seal of said Town; that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation, and was hereto affixed by order of the Town Board of the Town of Orangetown, and that they signed the same by virtue of a like order of said Town Board of the Town of Orangetown.

Notary Public

ACKNOWLEDGMENT – Blauvelt Volunteer Fire Company, Inc.

STATE OF NEW YORK)

SS.:

COUNTY OF ROCKLAND)

On this _____ day of _____, 2025, before me personally came ROBERT CLIFFORD, to me known, who, being by me duly sworn, did depose and say that he resides at Blauvelt, New York and that he is Chairman of the Board of Directors of the BLAUVELT VOLUNTEER FIRE COMPANY, INC., the corporation described in and which executed the foregoing Agreement; and that he knows the seal of said Corporation and that seal affixed to the foregoing instrument is the corporate seal of said Corporation and was hereto affixed by order of the Board of Directors of said Corporation and that he signed the same as Chairman of said Corporation by virtue of a like order of said Board of Directors.

Notary Public

A G R E E M E N T
By and Between the
TOWN OF ORANGETOWN and THE BLAUVELT FREE LIBRARY
For term January 1, 2025 to December 31, 2025

THIS AGREEMENT, made this _____ day of _____, 2025, between the TOWN BOARD OF THE TOWN OF ORANGETOWN, having its principal offices at Town Hall, 26 Orangeburg Road, Orangeburg, New York 10962, hereinafter referred to as the "Town" and the Trustees of the BLAUVELT FREE LIBRARY, a Free Association Library with its principal offices at 541 Western Highway, Blauvelt, New York 10913, hereinafter referred to as the "Library".

W I T N E S S E T H :

WHEREAS, the Library has heretofore been organized under the laws of the State of New York as a Free Association Library for the purposes of maintaining and operating a free library in the hamlet of Blauvelt in the Town of Orangetown, and is now registered by the Regents of the State of New York and fully complies with the Regents requirements except as modified by the Regents; and

WHEREAS, pursuant to Chapter 494 of the Laws of 2012, a tax is levied for library services upon the area served by the Free Association libraries operated in hamlets of Blauvelt, Orangeburg, Palisades and Tappan, and upon the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012, and which tax is collected for the purpose of providing a portion of the funds required in the operation of said libraries; and

WHEREAS, the Library is willing, in consideration of the support granted and to be granted it out of the tax moneys levied and collected pursuant to Chapter 494 of the Laws of 2012, to make available to all residents of the areas upon which the said library tax is levied pursuant to Chapter 494 of the Laws of 2012, library services as authorized pursuant to its Charter;

WHEREAS, it is proposed that the Town of Orangetown enter into a Contract with the Blauvelt Free Library for the furnishing of library services within the boundaries of their district contained within the Orangetown Library District, and to those residents within the Sparkill areas described hereinabove;

WHEREAS, due notice has been given of a Public Hearing held at Town Hall of the Town of Orangetown on October 8, 2024 at 7:10 p.m., to consider such Contract, the notice thereof duly specifying the time and place of the Public Hearing, as aforesaid, and describing the time and place of the Public Hearing as aforesaid, and describing, in general terms, the proposed Contract; and

WHEREAS, said Public Hearing was duly conducted as advertised and all persons interested therein and presenting themselves were heard;

WHEREAS, the Town Board, as party of the First Part, hereinafter "Town", on November 12, 2024, duly authorized a contract with the Blauvelt Free Library, party of the Second Part, hereinafter "Library", for library services in the boundaries of the Blauvelt District contained within the Orangetown Library District, and to those residents within the Sparkill areas described hereinabove, upon the terms and provisions herein set forth; and

WHEREAS, this contract has been duly authorized by the Board of Trustees of the Blauvelt Free Library, party of the Second Part, and the Blauvelt Free Library has provided the Town Clerk with certified copies of Resolutions of approval of this Agreement by the Board of Trustees;

NOW THEREFORE, the Town does engage the Blauvelt Free Library to furnish library services within its boundaries as described in the Orangetown Library District, and to those residents of the Sparkill area described hereinabove, and the Library agrees to furnish such services in the manner following, to wit:

A G R E E D :

1. The Library shall submit to the Town Supervisor, on or about **JULY 31st in each year**, a budget of its anticipated expenses for the next fiscal year together with a statement of the amount which is proposed to be raised by taxes to defray such expenses.
 - a. The Library shall list the number of Sparkill residents who hold a current library cards in such Library. This number shall be obtained from the main library user database maintained by the Ramapo Catskill Library System (RCLS) on the first (1st) Friday in September.
 - b. Such budget or request for funds shall be in such form and shall contain such information including estimates of revenues and expenditures as the Supervisor of the Town of Orangetown shall prescribe.
 - c. The Library shall present the Town with a copy of the Annual Report filed with the State Education Department; and with a copy of Form 990 filed with the IRS.

- d. The Town Board, in determining the amount to be raised by taxes for library purposes, may take into account a library's private source funds and, therefore, the Library shall provide this information to the Town Board.
- e. The Town reserves the right to require an audit of the books and records of the Library at the expense of the Library.
2. The Library agrees to furnish library services to all of the inhabitants of the area served by such library, as well as the residents of the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012, without charge, to such residents.
3. The Library agrees to keep its Library open on such days and for such periods of time, as to render adequate service to the inhabitants of the area served by the Library, as well as the residents of the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012.
4. Not later than **MARCH 1st** of each year, the Library will furnish to the Town Board of the Town of Orangetown, a certified copy of its annual report to the New York State Education Department; and a copy shall be furnished to the Town Attorney's office.
5. The Library will furnish the Town Board of the Town of Orangetown with a copy of its By-Laws and rules and regulations as the same may be amended from time to time.
6. Simultaneously with the execution of this Agreement, the Library shall furnish the Town of Orangetown with a certificate of liability insurance, naming the Town of Orangetown, 26 Orangeburg Road, Orangeburg, New York 10962 as an insured party in the amount of ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS for one person injured, and TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS for any one accident, and the Library further agrees to hold and save the Town of Orangetown, free and harmless from any and all claims by persons using the Library and/or injured thereat; involving costs and reasonable attorney(s) fees.
7. The Town agrees to pay the Library for furnishing library service to the inhabitants of the serviced area, the sum of SEVEN HUNDRED FOURTEEN THOUSAND FOUR HUNDRED AND 00/100 (\$714,400.00) DOLLARS, to be paid upon presentation of a voucher therefor.
8. This agreement is for the one-year period commencing January 1, 2025, and terminates December 31, 2025.

A G R E E M E N T
By and Between
THE TOWN OF ORANGETOWN and THE ORANGEBURG LIBRARY
For term January 1, 2025 to December 31, 2025

THIS AGREEMENT, made this _____ day of _____, 2025, between the TOWN BOARD OF THE TOWN OF ORANGETOWN, having its principal offices at Town Hall, 26 Orangeburg Road, Orangeburg, New York 10962, hereinafter referred to as the "Town" and the Trustees of the ORANGEBURG LIBRARY, a Free Association Library with its principal offices at 20 So. Greenbush Road, Orangeburg, New York 10962, hereinafter referred to as the "Library".

W I T N E S S E T H :

WHEREAS, the Library has heretofore been organized under the laws of the State of New York as a Free Association Library for the purposes of maintaining and operating a free library in the hamlet of Orangeburg, in the Town of Orangetown, and is now registered by the Regents of the State of New York and fully complies with the Regents requirements except as modified by the Regents; and

WHEREAS, pursuant to Chapter 494 of the Laws of 2012, a tax is levied for library services upon the area served by the Free Association libraries operated in hamlets of Blauvelt, Orangeburg, Palisades and Tappan, and upon the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012, and which tax is collected for the purpose of providing a portion of the funds required in the operation of said libraries; and

WHEREAS, the Library is willing, in consideration of the support granted and to be granted it out of the tax moneys levied and collected pursuant to Chapter 494 of the Laws of 2012, to make available to all residents of the areas upon which the said library tax is levied pursuant to Chapter 494 of the Laws of 2012, library services as authorized pursuant to its Charter;

WHEREAS, it is proposed that the Town of Orangetown enter into a Contract with the Orangeburg Library for the furnishing of library services within the boundaries of their district contained within the Orangetown Library District, and to those residents within the Sparkill areas described hereinabove;

WHEREAS, due notice has been given of a Public Hearing held at Town Hall of the Town of Orangetown on October 8, 2024 at 7:10 p.m., to consider such Contract, the notice thereof duly

specifying the time and place of the Public Hearing, as aforesaid, and describing the time and place of the Public Hearing as aforesaid, and describing, in general terms, the proposed Contract; and

WHEREAS, said Public Hearing was duly conducted as advertised and all persons interested therein and presenting themselves were heard;

WHEREAS, the Town Board, as party of the First Part, hereinafter "Town", on November 12, 2024, duly authorized a contract with the Orangeburg Library, party of the Second Part, hereinafter "Library", for library services in the boundaries of the Orangeburg District contained within the Orangetown Library District, and to those residents within the Sparkill areas described hereinabove, upon the terms and provisions herein set forth; and

WHEREAS, this contract has been duly authorized by the Board of Trustees of the Orangeburg Library, party of the Second Part, and the Orangeburg Library has provided the Town Clerk with certified copies of Resolutions of approval of this Agreement by the Board of Trustees;

NOW THEREFORE, the Town does engage the Orangeburg Library to furnish library services within its boundaries as described in the Orangetown Library District, and to those residents of the Sparkill area described hereinabove, and the Library agrees to furnish such services in the manner following, to wit:

AGREED:

1. The Library shall submit to the Town Supervisor, on or about **JULY 31st in each year**, a budget of its anticipated expenses for the next fiscal year together with a statement of the amount which is proposed to be raised by taxes to defray such expenses.
 - a. The Library shall list the number of Sparkill residents who hold a current library cards in such Library. This number shall be obtained from the main library user database maintained by the Ramapo Catskill Library System (RCLS) on the first (1st) Friday in September.
 - b. Such budget or request for funds shall be in such form and shall contain such information including estimates of revenues and expenditures as the Supervisor of the Town of Orangetown shall prescribe.
 - c. The Library shall present the Town with a copy of the financial report filed with the Annual Report filed with the State Education Department; and with a copy of Form 990 filed with the IRS.

- d. The Town Board, in determining the amount to be raised by taxes for library purposes, may take into account a library's private source funds and, therefore, the Library shall provide this information to the Town Board.
- e. The Town reserves the right to require an audit of the books and records of the Library at the expense of the Library.
2. The Library agrees to furnish library services to all of the inhabitants of the area served by such library, as well as the residents of the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012, without charge, to such residents.
3. The Library agrees to keep its Library open on such days and for such periods of time, as to render adequate service to the inhabitants of the area served by the Library, as well as the residents of the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012.
4. Not later than **MARCH 1st** of each year, the Library will furnish to the Town Board of the Town of Orangetown, a certified copy of its annual report to the New York State Education Department.
5. The Library will furnish the Town Board of the Town of Orangetown with a copy of its rules and regulations as the same may be amended from time to time.
6. Simultaneously with the execution of this Agreement, the Library shall furnish the Town of Orangetown with a certificate of liability insurance, naming the Town of Orangetown, 26 Orangeburg Road, Orangeburg, New York 10962 as an insured party in the amount of ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS for one person injured, and TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS for any one accident, and the Library further agrees to hold and save the Town of Orangetown, free and harmless from any and all claims by persons using the Library and/or injured thereat, including costs and reasonable attorney(s) fees.
7. The Town agrees to pay the Library for furnishing library service to the inhabitants of the serviced area, the sum of FIVE HUNDRED EIGHTY TWO THOUSAND SIX HUNDRED TWENTY-FOUR AND 00/100 (\$582,624) DOLLARS, to be paid upon presentation of a voucher therefor.
8. This agreement is for the one-year period commencing January 1, 2025, and terminates December 31, 2025.

A G R E E M E N T
By and Between
THE TOWN OF ORANGETOWN and THE PALISADES FREE LIBRARY
For term January 1, 2025 to December 31, 2025

THIS AGREEMENT, made this ____ day of _____, 2025, between the TOWN BOARD OF THE TOWN OF ORANGETOWN, having its principal offices at Town Hall, 26 Orangeburg Road, Orangeburg, New York 10962, hereinafter referred to as the "Town" and the Trustees of the PALISADES FREE LIBRARY, a Free Association Library with its principal offices at 19 Closter Road, Palisades, New York 10964, hereinafter referred to as the "Library".

W I T N E S S E T H :

WHEREAS, the Library has heretofore been organized under the laws of the State of New York as a Free Association Library for the purposes of maintaining and operating a free library at hamlet of Palisades in the Town of Orangetown, and is now registered by the Regents of the State of New York and fully complies with the Regents requirements except as modified by the Regents; and

WHEREAS, pursuant to Chapter 494 of the Laws of 2012, a tax is levied for library services upon the area served by the Free Association libraries operated in hamlets of Blauvelt, Orangeburg, Palisades and Tappan, and upon the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012, and which tax is collected for the purpose of providing a portion of the funds required in the operation of said libraries; and

WHEREAS, the Library is willing, in consideration of the support granted and to be granted it out of the tax moneys levied and collected pursuant to Chapter 494 of the Laws of 2012, to make available to all residents of the areas upon which the said library tax is levied pursuant to Chapter 494 of the Laws of 2012, library services as authorized pursuant to its Charter;

WHEREAS, it is proposed that the Town of Orangetown enter into a Contract with the Palisades Free Library for the furnishing of library services within the boundaries of their district contained within the Orangetown Library District, and to those residents within the Sparkill areas described hereinabove;

WHEREAS, due notice has been given of a Public Hearing held at Town Hall of the Town of Orangetown on October 8, 2024 at 7:10 p.m., to consider such Contract, the notice thereof duly specifying the time and place of the Public Hearing, as aforesaid, and describing the time and

place of the Public Hearing as aforesaid, and describing, in general terms, the proposed Contract;
and

WHEREAS, said Public Hearing was duly conducted as advertised and all persons interested therein and presenting themselves were heard;

WHEREAS, the Town Board, as party of the First Part, hereinafter “Town”, on November 12, 2024, duly authorized a contract with the Palisades Free Library, party of the Second Part, hereinafter “Library”, for library services in the boundaries of the Palisades District contained within the Orangetown Library District, and to those residents within the Sparkill areas described hereinabove, upon the terms and provisions herein set forth; and

WHEREAS, this contract has been duly authorized by the Board of Trustees of the Palisades Free Library, party of the Second Part, and the Palisades Free Library has provided the Town Clerk with certified copies of Resolutions of approval of this Agreement by the Board of Trustees;

NOW THEREFORE, the Town does engage the Palisades Free Library to furnish library services within its boundaries as described in the Orangetown Library District, and to those residents of the Sparkill area described hereinabove, and the Library agrees to furnish such services in the manner following, to wit:

A G R E E D :

1. The Library shall submit to the Town Supervisor, **on or before JULY 31st** in each year, a budget of its anticipated expenses for the next fiscal year together with a statement of the amount which is proposed to be raised by taxes to defray such expenses.
 - a. The Library shall list the number of Sparkill residents who hold a current library cards in such Library. This number shall be obtained from the main library user database maintained by the Ramapo Catskill Library System (RCLS) on the first (1st) Friday in September.
 - b. Such budget or request for funds shall be in such form and shall contain such information including estimates of revenues and expenditures as the Supervisor of the Town of Orangetown shall prescribe.
 - c. The Library shall present the Town with a copy of the financial report filed with the Annual Report filed with the State Education Department; and with a copy of Form 990 filed with the IRS.

- d. The Town Board, in determining the amount to be raised by taxes for library purposes, may take into account a library's private source funds and, therefore, the Library shall provide this information to the Town Board.
 - e. The Town reserves the right to require an audit of the books and records of the Library at the expense of the Library.
2. The Library agrees to furnish library services to all of the inhabitants of the area served by such library, as well as the residents of the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012, without charge, to such residents.
3. The Library agrees to keep its Library open on such days and for such periods of time, as to render adequate service to the inhabitants of the area served by the Library, as well as the residents of the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012.
4. Not later than **MARCH 1st** of each year, the Library will furnish to the Town Board of the Town of Orangetown, a certified copy of its annual report to the New York State Education Department.
5. The Library will furnish the Town Board of the Town of Orangetown with a copy of its rules and regulations as the same may be amended from time to time.
6. Simultaneously with the execution of this Agreement, the Library shall furnish the Town of Orangetown with a certificate of liability insurance, naming the Town of Orangetown, 26 Orangeburg Road, Orangeburg, New York 10962 as an insured party in the amount of ONE MILLION AND 00/100 (\$1,00,000.00) DOLLARS for one person injured, and TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS for any one accident, and the Library further agrees to hold and save the Town of Orangetown, free and harmless from any and all claims by persons using the Library and/or injured thereat; involving costs and reasonable attorney(s) fees.
7. The Town agrees to pay the Library for furnishing library service to the inhabitants of the serviced area, the sum of FOUR HUNDRED EIGHT THOUSAND AND 00/100 (\$408,000.00) DOLLARS, to be paid upon presentation of a voucher therefor.
8. This agreement is for the one-year period commencing January 1, 2025, and terminates December 31, 2025.

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

ATTEST: TOWN OF ORANGETOWN

Rosanna Sfraga, Town Clerk

By: _____
Teresa M. Kenny, Supervisor

(S E A L)

PALISADES FREE LIBRARY

By: _____
Marjorie Galen, President

(S E A L)

ACKNOWLEDGMENT

STATE OF NEW YORK)
: ss
COUNTY OF ROCKLAND)

On the ____ day of _____, in the year 2025, before me, the undersigned notary public, personally appeared Teresa M. Kenny, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF NEW YORK)
: ss
COUNTY OF ROCKLAND)

On the ____ day of _____, in the year 2025, before me, the undersigned notary public, personally appeared Marjorie Galen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

A G R E E M E N T
By and Between
THE TOWN OF ORANGETOWN and THE TAPPAN FREE LIBRARY
For term January 1, 2025 to December 31, 2025

THIS AGREEMENT, made this _____ day of _____, 2025, between the TOWN BOARD OF THE TOWN OF ORANGETOWN, having its principal offices at Town Hall, 26 Orangeburg Road, Orangeburg, New York 10962, hereinafter referred to as the "Town" and the Trustees of the TAPPAN FREE LIBRARY, a Free Association Library with its principal offices at 93 Main Street, Tappan, New York 10983, hereinafter referred to as the "Library".

W I T N E S S E T H :

WHEREAS, the Library has heretofore been organized under the laws of the State of New York as a Free Association Library for the purposes of maintaining and operating a free library at hamlet of Tappan, in the Town of Orangetown, and is now registered by the Regents of the State of New York and fully complies with the Regents requirements except as modified by the Regents; and

WHEREAS, pursuant to Chapter 494 of the Laws of 2012, a tax is levied for library services upon the area served by the Free Association libraries operated in hamlets of Blauvelt, Orangeburg, Palisades and Tappan, and upon the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012, and which tax is collected for the purpose of providing a portion of the funds required in the operation of said libraries; and

WHEREAS, the Library is willing, in consideration of the support granted and to be granted it out of the tax moneys levied and collected pursuant to Chapter 494 of the Laws of 2012, to make available to all residents of the areas upon which the said library tax is levied pursuant to Chapter 494 of the Laws of 2012, library services as authorized pursuant to its Charter;

WHEREAS, it is proposed that the Town of Orangetown enter into a Contract with the Tappan Free Library for the furnishing of library services within the boundaries of their district contained within the Orangetown Library District, and to those residents within the Sparkill areas described hereinabove;

WHEREAS, due notice has been given of a Public Hearing held at Town Hall of the Town of Orangetown on October 8, 2024 at 7:10 p.m., to consider such Contract, the notice thereof duly

specifying the time and place of the Public Hearing, as aforesaid, and describing the time and place of the Public Hearing as aforesaid, and describing, in general terms, the proposed Contract; and

WHEREAS, said Public Hearing was duly conducted as advertised and all persons interested therein and presenting themselves were heard;

WHEREAS, the Town Board, as party of the First Part, hereinafter "Town", on November 12, 2024, duly authorized a contract with the Tappan Free Library, party of the Second Part, hereinafter "Library", for library services in the boundaries of the Tappan District contained within the Orangetown Library District, and to those residents within the Sparkill areas described hereinabove, upon the terms and provisions herein set forth; and

WHEREAS, this contract has been duly authorized by the Board of Trustees of the Tappan Free Library, party of the Second Part, and the Tappan Free Library has provided the Town Clerk with certified copies of Resolution(s) of approval of this Agreement by the Board of Trustees;

NOW THEREFORE, the Town does engage the Tappan Free Library to furnish library services within its boundaries as described in the Orangetown Library District, and to those residents of the Sparkill area described hereinabove, and the Library agrees to furnish such services in the manner following, to wit:

A G R E E D :

1. The Library shall submit to the Town Supervisor, **on or before JULY 31st** in each year, a budget of its anticipated expenses for the next fiscal year together with a statement of the amount which is proposed to be raised by taxes to defray such expenses.
 - a. The Library shall list the number of Sparkill residents who hold a current library cards in such Library. This number shall be obtained from the main library user database maintained by the Ramapo Catskill Library System (RCLS) on the first (1st) Friday in September.
 - b. Such budget or request for funds shall be in such form and shall contain such information including estimates of revenues and expenditures as the Supervisor of the Town of Orangetown shall prescribe.
 - c. The Library shall present the Town with a copy of the financial report filed with the Annual Report filed with the State Education Department; and with a copy of Form 990 filed with the IRS.

- d. The Town Board, in determining the amount to be raised by taxes for library purposes, may take into account a library's private source funds and, therefore, the Library shall provide this information to the Town Board.
- e. The Town reserves the right to require an audit of the books and records of the Library at the expense of the Library.
2. The Library agrees to furnish library services to all of the inhabitants of the area served by such library, as well as the residents of the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012, without charge, to such residents.
3. The Library agrees to keep its Library open on such days and for such periods of time, as to render adequate service to the inhabitants of the area served by the Library, as well as the residents of the Sparkill area delineated in subdivision (e) of Section 1 of Chapter 494 of the Laws of 2012.
4. Not later than **MARCH 1st** of each year, the Library will furnish to the Town Board of the Town of Orangetown, a certified copy of its annual report to the New York State Education Department.
5. The Library will furnish the Town Board of the Town of Orangetown with a copy of its rules and regulations as the same may be amended from time to time.
6. Simultaneously with the execution of this Agreement, the Library shall furnish the Town of Orangetown with a certificate of liability insurance, naming the Town of Orangetown, 26 Orangeburg Road, Orangeburg, New York as an insured party in the amount of ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS for one person injured, and TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS for any one accident, and the Library further agrees to hold and save the Town of Orangetown, free and harmless from any and all claims by persons using the Library and/or injured thereat; involving costs and reasonable attorney(s) fees.
7. The Town agrees to pay the Library for furnishing library service to the inhabitants of the serviced area, the sum of SEVEN HUNDRED THIRTY EIGHT THOUSAND TWENTY-TWO AND 00/100 (\$738,022) DOLLARS, to be paid upon presentation of a voucher therefor.
8. This agreement is for the one-year period commencing January 1, 2025, and terminates December 31, 2025.



**C/O WHARTON EQUITY PARTNERS
757 THIRD AVENUE, 18TH FLOOR
NEW YORK, NY 10017**

January 17, 2025

Teresa Kenny
Supervisor
Town of Orangetown
26 W Orangeburg Road
Orangeburg, NY 10962

**Re Letter of Intent to Purchase ~8-Acre Property for the Development of a Data Center,
Listed on Schedule A (the “Property”)**

Dear Teresa,

On behalf of Wharton Industrial, this letter (“Letter of Intent”) sets forth the basic terms upon which the undersigned (“Purchaser”) is interested in pursuing the purchase of a portion of the Property (listed in Schedule A which is annexed hereto) from the Town of Orangetown, New York (the “Town”).

Purchaser: Wharton Industrial (a Wharton Equity Partners company) or an affiliate. Purchaser may not assign this Letter of Intent without the express written permission of Seller.

Seller: Town of Orangetown.

Project: The acquisition of the Property and the development of a minimum 30-megawatt data center located thereon. As contemplated, the Project would entail the construction of a 2-story building of approximately 200,000 on the Property.

Purchase Price: \$4 million (\$500,000/acre (as per appraisal)), less:

- a. \$250,000,000 attributable to the cost of removing buried concrete structures and other structures on the site (this “equalizes” the Property with the comparables presented by Beckmann Appraisal)
- b. ~\$1 million for the construction of the new 10,000 SF Town building, plus all site improvements.

Net Price: ~\$2.75 million

During the period from the signing of this Agreement until the execution of a purchase and sale agreement (“PSA”), the appropriate Town officials and Wharton will meet to firm up the specifications of the new building and its location, preliminarily identified to be at or in the vicinity of Lot 5A on the former Rockland Psychiatric Center (RPC)(the “Relocation Property”). Once finalized, Wharton will receive preliminary bids for the work (collectively with site work and soft costs (e.g., engineering), the “Project Cost”) and provide these to the Town. If the

Project Cost is lower than \$1 million, the Purchase Price will increase accordingly. If the Project Cost is higher than the \$1million, the Town will decide whether to proceed to PSA or not. It is important to note that the Purchaser will not be conducting extensive due diligence on the Relocation Property (defined below) (e.g., soil borings, environmental review, etc.) until after the PSA is executed given the costs involved. As such, once under PSA and this work is completed and all aspects of the project are finalized, the Purchaser will come back to the Seller with firm pricing of the Project Cost and if this cost is less than \$1 million, the Purchase Price will increase accordingly. If the Project Cost is higher than the \$1million, the Town will decide whether to proceed with the transaction or not.

The Purchaser acknowledges that any agreed upon PSA shall be subject to permissive referendum pursuant to New York Town Law §64(2).

Property: Approximately 8 acres which excludes the approximately 2 acres that includes the Town's sewage facility ("Sewage Facility") which will be sub-divided off and remain with the Town post-closing. The Purchaser will provide the requisite easements and rights-of-way for the Sewage Facility.

Relocation Property: Preliminarily identified to be at or in the vicinity of Lot 5A on the former Rockland Psychiatric Center (RPC) and currently Town property (the "Relocation Property") (see Scheule B).

Deposit: At the signing of the Purchase Agreement, the Purchaser shall post a deposit (the "Earnest Money Deposit") into escrow in the amount of FIFTY THOUSAND DOLLARS (\$50,000) which shall be applied to the Purchase Price should the Purchaser close on the Property.

To evidence good faith, the Purchaser will deposit in escrow, within 5 business days of the signing of this Agreement, a deposit of TWENTY-FIVE THOUSAND DOLLARS (\$25,000) which shall be refundable to the Purchaser should this Agreement get terminated either by written notice from the Purchaser to the Seller, in its sole and absolute discretion, or through the expiration of this Agreement.

Assessment Period: Upon the signing of the purchase and sale agreement (Purchase Agreement), the Purchaser shall have one hundred eighty (180) days to study the Property to ascertain the feasibility of the contemplated Project. The information to be assessed and/or prepared shall include, but not be limited to, zoning, boundary, topographic and tree survey, wetland maps and flagging, adequacy and availability of utilities, environmental reports, sub-soil conditions, traffic access, and title. At or prior to the end of the Assessment Period, the Purchaser shall have the option, in its sole discretion, to terminate the transaction and receive a full refund of its Earnest Money Deposit (as defined below).

Approvals: The Purchaser shall have twelve (12) months from the end of the Assessment Period (Outside Approval Date) to secure, at its sole cost and expense, approvals for the construction of a minimum thirty (30) megawatt data center development (the "Approvals"). Approvals shall include 1) an irrevocable, unconditional commitment from Orange-Rockland Utilities to supply not less than thirty (30) megawatts of power capacity; and 2) the condition that the Property is delivered free and clear of encumbrances; and 3) all environmental matters have been certified as resolved by the requisite agencies.

If the Purchaser has not secured the Approvals by the Outside Approval Date, after good faith efforts, the Purchaser shall have the right to (i) terminate the Purchase Agreement and receive a full refund of the Earnest Money Deposit, (ii) elect to extend the Outside Approval Date, for two (2), ninety (90) day periods or (iii) waive the requirement for Approvals and proceed to close.

Closing: In the event the Purchase Agreement is not terminated previously, the Closing shall occur the earlier of thirty (30) days after (x) the receipt of full, unappealable Approvals or (y) an election by the Purchaser to waive the requirements for Approvals.

Relocation of the Town's Facilities: Within twelve (12) months after closing, the Purchaser shall be responsible for the construction of an approximately 10,000 SF "Butler" style building for the Town's maintenance facilities to be located on the Relocation Property. During that time period the Town will be relocating the equipment and materials to the Relocation Property. For the avoidance of doubt, the Purchaser shall deliver to the Town a "turnkey-ready" building on the Relocation Property per mutually agreed upon specifications prior to construction at the Property.

Sewage Facility: At Closing, the land for the Sewage Facility shall be sub-divided from the Property and remain in the ownership of the Town. Requisite easements will be provided for unfettered access to and from the facility.

Easements: As part of the transaction, the Town will extinguish its easements on the Property which lead to certain abandoned underground sewerage facilities. Also, the Town shall grant any easements that are required on Hunt Road for access to any underground power lines.

Exclusivity Period: At the signing of the Letter of Intent, until the earlier of the termination of the transaction by the Purchaser or sixty (60) days from the date of this Letter of Intent, the Town shall not market, offer for sale, negotiate or enter into a contract to sell or joint venture the Property with any third parties except the Purchaser. This amount of time is important to meet to solidify the particulars with the Town on the new building and preliminarily confirm the status of power for the Property.

Duration: This Agreement shall have a term of sixty (60) days unless terminated earlier by the Purchaser in its sole discretion.

Brokerage Commission: There is no broker with respect to the sale of the Property. The Town and Purchaser agree to indemnify and hold each other harmless from and against any other claim for any brokerage or other commissions or finder's fees made by any person or entity claiming to have rights to compensation by reason of the sale of the Property.

Confidentiality: The Town Board is required to disclose and approve of this Letter of Intent as part of its regular course of business. Notwithstanding the foregoing, all discussions and negotiations related to this Letter of Intent shall be held in confidence among the Town and Purchaser and will not be discussed with third parties except on an "as-needed" basis.

Intent: This Letter of Intent is solely an expression of certain terms and conditions providing a conceptual framework and outline for further negotiation between the parties. The parties hereto expressly acknowledge and agree that this Letter of Intent is not and shall not be construed as an

offer, acceptance of an offer or a contract for the purchase or sale of the Property or otherwise creating a binding or legally enforceable contractual relationship between the parties, other than for the exclusivity provisions set forth in paragraph nine of this Letter of Intent; and no cause of action shall arise in respect of the signing hereof.

Buyer and Seller acknowledge and agree that this Letter of Intent will be superseded by the Purchase Agreement. Until such time as the Purchase Agreement is executed, each Buyer and Seller agree to proceed in accordance with the terms, conditions and provisions outlined in this Letter of Intent. If the Purchase Agreement is not fully executed within the Contract Negotiation Period, this Letter of Intent shall expire, be of no further force and effect, and neither Buyer nor Seller shall have any further rights or duties hereunder. In the event this Letter of Intent is terminated, and the Purchase Agreement is not executed, each of the Buyer and Seller agree to return promptly to the applicable party all documentation provided pursuant to this Letter of Intent.

Governing Law: This Letter of Intent shall be governed by the law of the State of New York.

If the foregoing terms are acceptable to Town, please have the appropriate representative on behalf of Town acknowledge Town's acceptance of such terms by executing this Letter of Intent and returning to the undersigned one fully executed and dated counterpart hereof.

If you have any questions or comments in respect of any of the terms of the proposal set forth above, please feel from to contact me at your convenience.

Very truly yours,

PURCHASER:

Wharton Industrial Partners

By:  _____

Name: Peter C. Lewis

Its: Authorized Representative

ACKNOWLEDGED and AGREED:

TOWN:

By: _____

Name: _____

Title: _____

Date: _____

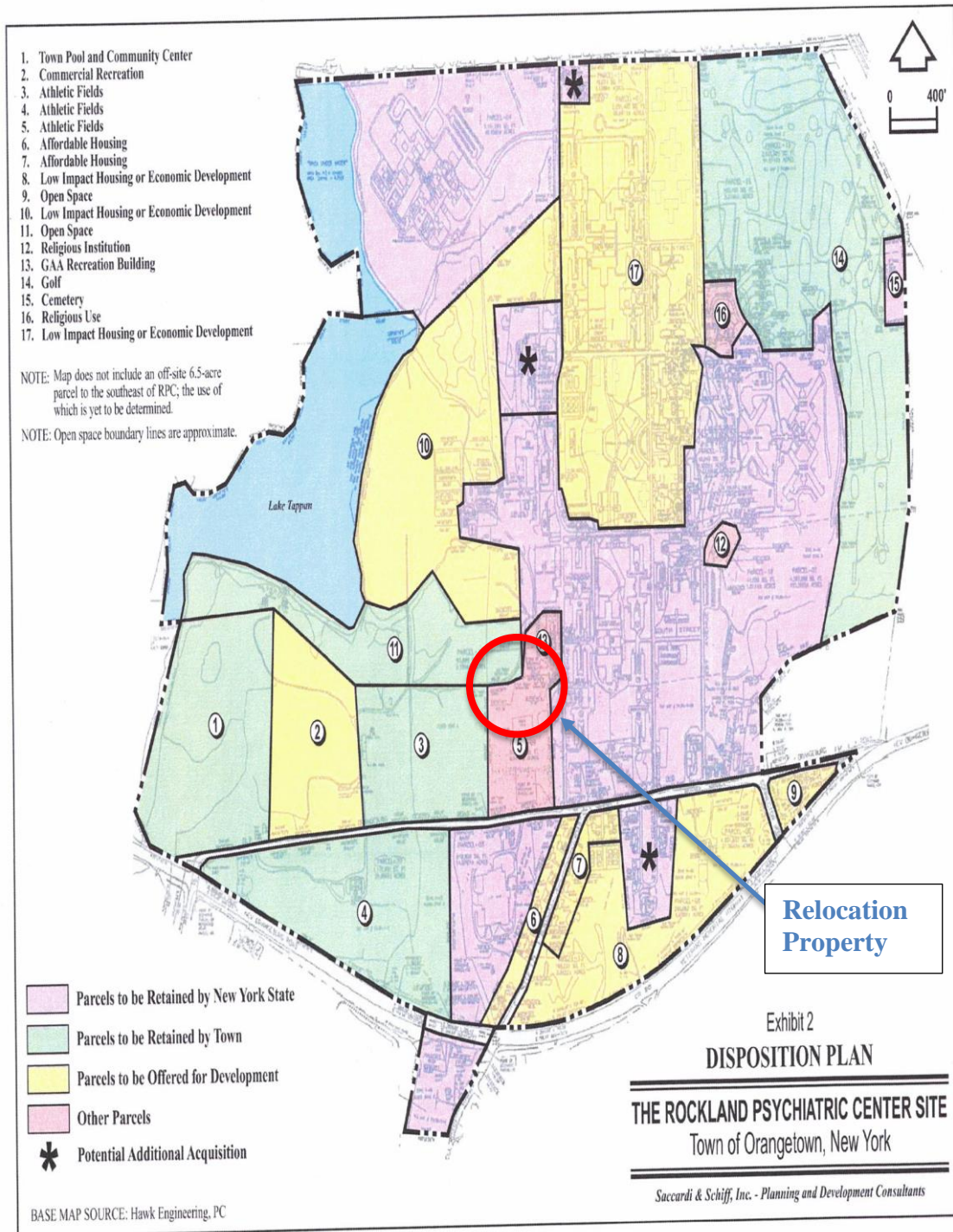
Schedule A

Property

- ~8 net acres of land located on Hunt Road in Orangetown, NY



Schedule B
Relocation Property



NYS DOT Municipal Snow & Ice Program

AGREEMENT ADJUSTMENT/CALCULATION WORKSHEET

For Index Lump Sum Agreements

2021/22 Snow & Ice Season

Current Contract Period: 7/1/2019 to 6/30/2024

Municipality	TOWN OF ORANGETOWN	Contract #	D014891
County	ROCKLAND	Region	8
Contract LM	62.5		

2020/21 Season's Estimated Expenditure					\$197,783.12	
%	Labor	41.66%	Materials	27.68%	Equipment	30.66%
Value	\$82,393.99		\$54,746.92		\$60,642.21	

LABOR *

Labor Portion of 2020/21 Estimated Expenditure \$82,393.99
 % Labor Increase/Decrease for 2021/22 Season x 1 % = 823.94
 Additional/Less Labor Costs for 2021/22

Labor Portion of 2021/22 Season Estimated Expenditure	\$ 83,217.93
--	---------------------

* Attach Municipality's certification of applicable labor cost increase

MATERIALS

Materials Portion of 2020/21 Extension's Estimated Expenditure \$54,746.92

	% Materials	2020/21 Total Material \$	I. Proportionate \$ Amount	2021/22 Price Per Unit	2020/21 Price Per Unit	Difference (Show +/-)	II. ± ▲ %	I. x II. Inc/Dec
Salt	100.00%	\$54,746.92	\$54,746.92	\$63.00	\$67.02	-\$4.02	-6.00%	-\$3,283.83
Sand								
Other								
Materials Total								\$51,463.09

Materials Portion of 2021/22 Season's Estimated Expenditure	\$51,463.09
--	--------------------

EQUIPMENT

Equipment Portion of 2020/21 Estimated Expenditure \$60,642.21
 % Equipment Increase/Decrease for 2021/22 Season x 31.00%
 Additional/Less Equipment Costs for 2021/22 \$18,799.09

Equipment Portion of 2021/22 Season Estimated Expenditure	\$79,441.30
--	--------------------

SUBTOTAL of Labor + Materials + Equipment:	\$ 214,122.32
---	----------------------

FIXED COSTS (fill out if necessary)

Salt Storage (Barns)		
DTN Weather Service		\$ 5856
Snow Fence		
Total Fixed Costs		\$ 5856

2021/22 SEASON ESTIMATE (Labor + Materials + Equipment + Fixed Costs)	\$ 219,978.32
--	---------------

SUMMARY OF COSTS

	2020/21 \$	%	2021/22 \$	%
Labor	\$82,393.99	41.66%	\$ 83,217.93	37.83%
Materials	\$54,746.92	27.68%	\$ 51,463.09	23.39%
Equipment	\$60,642.21	30.66%	\$ 79,441.30	36.11%
Fixed Costs	\$0.00		\$ 5856 -	2.66%
Totals	\$197,783.12	100%	\$ 219,978.32	100%

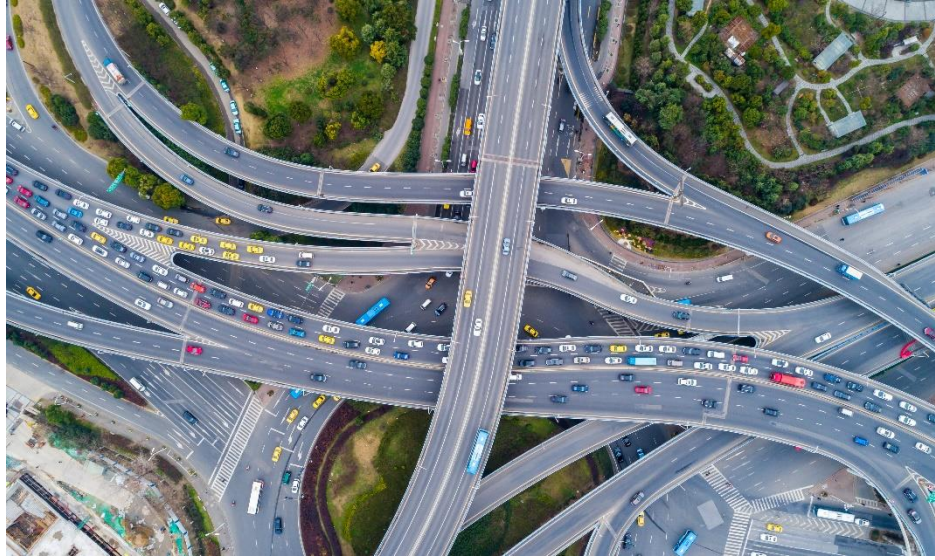
A: Original Base Season Estimate from Current Agreement:	\$197,783.12
B: 2021/22 Season Estimate	\$ 219,978.32
Increase or Decrease (B minus A)**	\$ 22,195.20

**Due to a light winter during the 2020/21 season, if an increase of more than \$51,621.39 is needed for the 2021/22 season, an amendment (Supplemental Agreement) to the contract will be required and will be subject to OSC approval.

Estimate Recommended/Reviewed By:  _____
Resident Engineer

Estimate Reviewed By: _____
Municipality

Estimate Approved By: _____
S&I Program Manager



Engineering
& Design

Prepared For
Town of Orangetown

Traffic Signal Design & Inspection Services For Project
to Improve 2 Traffic Signals at Various Locations

December 2, 2024
Proposal No. 24012572P
400 Columbus Avenue
Suite 180E
Valhalla New York 10595

Accelerating success.

Table of Contents

- Section 1 Executive Summary
- Section 2 Scope of Services
- Section 3 Work Schedule
- Section 4 Schedule of Fees/Qualifications/Related Experience
- Section 5 Required Documents & Addendums

400 Columbus Avenue
Suite 180E
Valhalla New York 10595
Main: 877 627 3772
colliersengineering.com



December 2, 2024

Mr. James J. Dean
Superintendent of Highways
Orangetown Highway Department
119 Route 303
Orangeburg, NY 10962

RFP – Traffic Signal Design & Construction Inspection Services for Project
to Improve 2 Traffic Signals at Various Locations
Town of Orangetown, Rockland County, NY
Colliers Engineering & Design Proposal No. 24012572P

Dear Mr. Dean,

Enclosed for your consideration, please find our proposal in response to the Request for Proposal dated November 2024 (including Addenda 1 through 4) for the above referenced project.

As you review our submittal, you will find that our firm possesses the specific expertise and design capabilities that the Town of Orangetown is currently seeking. It is our goal to provide our clients with the utmost level of professional consulting services to ensure that projects are completed on time, within budget and to our client's satisfaction.

Thank you for your consideration. We look forward to working with you. If there are any questions or you require further information, please feel free to contact us at

Sincerely,

Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C.

A handwritten signature in blue ink, appearing to read "Philip J. Grealy". The signature is fluid and cursive.

Philip J. Grealy, Ph.D., P.E.
Geographic Discipline Leader

Section 1

Executive Summary

TOWN OF ORANGETOWN

TRAFFIC SIGNAL DESIGN & CONSTRUCTION INSPECTION SERVICES

As per the Request for Proposal dated November 2024, it is the understanding of Colliers Engineering & Design that the Town of Orangetown is seeking a qualified consultant to provide services for the design, bid and construction inspection for the replacement of two (2) existing traffic signals located at the intersections of 1) Western Highway and Erie Street in Blauvelt and 2) Orangeburg Road and Dutch Hill Road in Orangeburg.

The signal design will need to comply with all applicable Town, County and State standards, in particular the New York State Department of Transportation Standard Specifications and Details.

Established in 1984 as Maser Consulting, Colliers Engineering & Design provides its same dedicated leadership, systems and services to clients. Today, the firm employs over 2,600 professionals nationwide. Over its history, the company has consistently been recognized nationally by Engineering News Record as a Top 500 Design Firm and ranked on The Zweig Group Hot Firm List of fastest growing companies. Driven by our values of quality, accountability, and safety in the work environment, our dedicated professionals take pride in their commitment to providing clients the highest standards of customer service. Our full-service, in-house resources, advanced technologies, and proven project management approach combine to provide accessibility to resources and strategies that maximize the success of our clients' project potential.

Currently, the designated team for this project at Colliers Engineering & Design consists of the following engineers. These team members have been involved in the analysis and design of numerous signals and intersection/roadway improvements as well as traffic and pedestrian studies throughout Rockland County.

Philip J. Grealy, Ph.D., P.E.
A. Peter Russillo, P.E., PTOE
Richard G. D'Andrea, P.E.
Philip Gotthelf, P.E.
Joseph Muccin, P.E., PTOE

Michael Amendola, IE
Don Schel, PLS - Survey
Lucas Boyer, PLS - Survey
Katherin Blaustein, NICET IV – Construction Inspection

Our clients have always relied on us to deliver on time, and we have a good track record in this regard. In the last section of this proposal, we have included a list of references with contact information.

We have assisted various Towns, Villages and Counties in gaining other agency approvals expeditiously. The traffic engineering team listed above has designed over 300 traffic signals in the metropolitan area (Rockland, Westchester, Putnam, Dutchess, and Orange Counties) including many located in the Towns of Orangetown, Clarkstown, Ramapo and other nearby municipalities.

For this assignment, Philip J. Grealy, Ph.D., P.E. who has more than 45 years of experience will act as Principal-in-Charge for this project. Mr. Grealy will be supported by A. Peter Russillo, P.E., PTOE – Senior Project Manager, Richard D' Andrea, P.E., PTOE – Department Manager, Don Schel, PLS – Survey Manager, Michael Amendola, I.E., Joseph Muccin, P.E., PTOE, and Philip Gotthelf, P.E. our Transportation Engineers, and Katherine Blaustein, Resident Engineer.

Executive Summary

Collier Engineering & Design commits that we have the necessary resources and expertise to successfully complete each task. Our proposed team has outstanding credentials and has experience serving in similar roles, on similar projects. We appreciate this opportunity to present our proposal to provide these services to the Town of Orangetown. We hope that this clearly reflects our understanding, and the credentials of our project team.

Section 2

Scope of Services

Scope of Services

1. Meetings

Colliers Engineering & Design will have personnel who are directly involved in the project, attend project coordination meetings and follow-up meetings with Town and other agencies, as required. We will be responsible for the preparation of all meeting minutes. Attendance at four (4) meetings is included in this proposal.

2. Schedule

The design for this Project is proposed be completed in four (4) months from the award of the contract. The initial project schedule will be presented at a “kick-off” meeting with subsequent adjustments to the schedule, if required, presented as subsequent project coordination meetings. Drafts of the suggested modified schedule, if required, will be submitted to the town for review at least four (4) days prior to the scheduled meeting. This initial schedule will identify tasks and sub-tasks in full detail for each signal and will include, but not be limited to, planning, survey, design, meetings, review and construction and inspection services. Our work schedule can be found in Section 3.

3. Survey

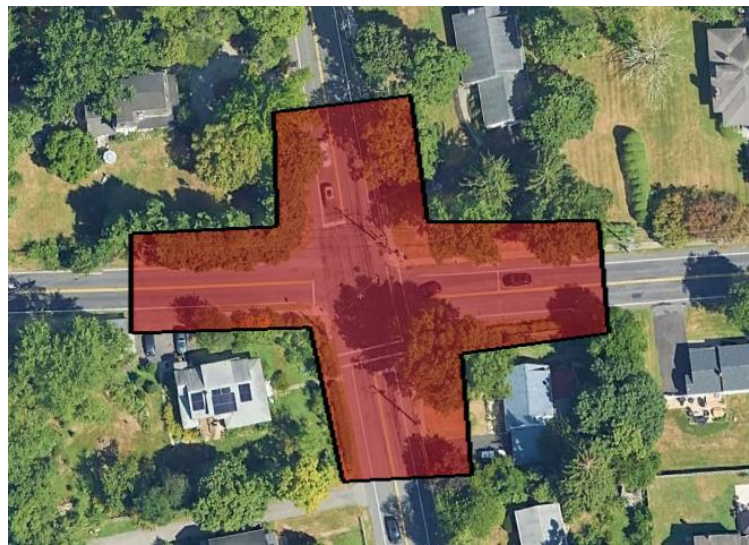
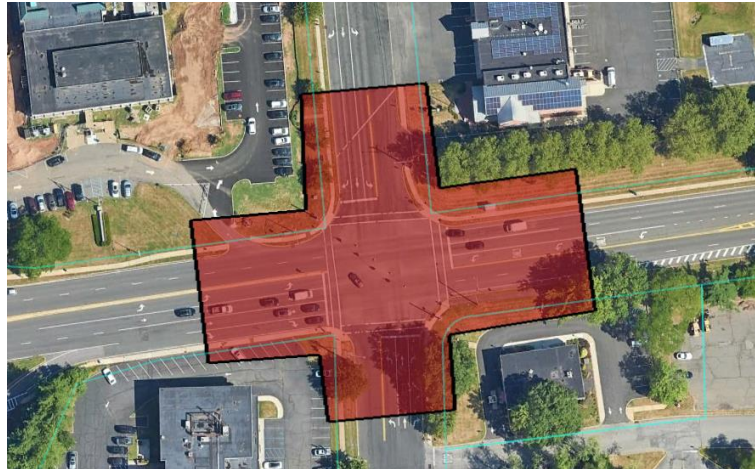
Colliers Engineering & Design will perform boundary and topographic survey (performed by a New York State Licensed Professional Land Surveyor). Survey of each of the intersection areas will provide sufficient detail for the purposes of traffic signal design. This survey will encompass the intersection proper and approximately 100 feet along each approach.

Features will include all items (3.a through 3.o) under Item No. 3 as listed on Page 5 of your RFP:

Digital survey maps will be provided as well as paper copies (5 prints) at a scale of 1"=20': Digital design documents will be provided in AutoCAD 2025 or higher as well as in PDF format.

Colliers Engineering & Design will perform a roadway topographic survey of the intersections Dutch Hill Road and Orangeburg Road as well as Erie Street and Western Highway that are located within the Town of Orangetown, Rockland County, New York in accordance with the current Existing Code of Practice for Land Surveys adopted by the New York State Association of Professional Land Surveyors, Inc.; the guidelines of the New York State Education Department and the State Board of Engineers and Land Surveyors.

Roadway survey limits:



The topographic survey will extend 50 feet outward in each direction from the centerline of each roadway for a total bandwidth of 100 feet and will include the following:

- Perform roadway records research;
- Establish on site project survey control tied to the New Jersey State Plane Coordinate System, North American Datum (NAD) 1983 adjustment, and to the North American Vertical Datum of 1988 (NAVD88).
- Coordination with local authorities for access to roadway areas for performance of field survey.
- Set project elevation benchmarks at approximate 1000' interval along survey route;
- Perform field cross sections of each roadway corridor at approximate 50 foot stations within the survey limits.
- Right of way, and parcel line retracement survey.
- Field survey and map visible utility hardware including inverts of accessible storm and sanitary sewer within the survey limits;
- Field survey and map existing physical features such as pavement edges, curbs, driveways, sidewalks, guide rails, buildings, tree lines, hedge rows, utility poles, mailboxes, signs, valves, storm and sanitary structures, fences, retaining wall, observed boundary evidence, and pavement markings;

- Delineate differences in paving and curb material;
- Calculate and label heights of lowest overhead wires where attached to utility poles at the roadway intersection;
- Plot elevation contours at 1' interval;
- Compile topographic survey map in AutoCAD Civil 3D 2018 format.

We will survey visible evidence of existing utilities within the survey limits but may not be able to confirm the existence, or actual position of all underground utilities which may be running through or servicing the subject property.

For the purposes of this contract, accessible utilities shall be defined as those utilities that are visible to the naked eye at ground level and are safely accessible by foot by Colliers Engineering & Design field survey personnel without the need for additional safety measures and/or assistance with making pipes visible, open and clear for viewing and measuring. Traffic safety protection for field survey crew, and cleaning of clogged or obstructed drain and sewer structures is **not** included in the fee for this survey. If it is determined that safety protection is required for any of the survey services performed under this contract, we will advise you of the approximate cost prior to moving forward. Such additional cost would be invoiced as a reimbursable expense pursuant to prior authorization.

Deliverables. The final deliverable will be a maximum of eight (8) hardcopies signed and sealed by a New York Professional Licensed Land Surveyor, and an electronic file copy in AutoCAD Civil 3D 2018 format. Draft deliverables will be in form of electronic file Adobe pdf format.

Delivery of hard copy maps will be limited to one (1) package sent to one (1) address, one (1) time. Additional delivery of hard copy maps will be billed as a reimbursable expense in accordance with Section III of this agreement.

4. Traffic Volume Counts

Representatives of Colliers Engineering & Design will perform intersection turning movement counts for the AM and PM peak hour intervals at the following two (2) intersections:

1. Western Highway and Erie Street (Blauvelt)
2. Orangeburg Road and Dutch Hill Road (Orangeburg)

These data will be used to assist in setting initial traffic signal timings through completion of Synchro intersection capacity analysis for each intersection for each peak hour. The count intervals will extend between 6:00 AM and 9:00 AM and 3:30 PM and 6:30 PM.

5. Traffic Signal Design

As part of the design process, Colliers Engineering & Design will review and analyze road/right of way and geometric alignment.

The signal improvements will be designed in accordance with New York State Department of Transportation (NYSDOT) Standard Specifications and Details. As such, no separate technical specification will be prepared other than for "Special Specifications" should the need arise where a specification is not already available within the NYSDOT Standard Specification.

Included on the plan will be identified the location and size of traffic signal support structures (span wire or mast arm), loop detectors (if used), conduit types and sizes, location of pullboxes, signal head sizes and assemblies, overhead signs, wiring (signal head and loop lead-in) and pedestrian indication/pushbuttons and support poles a table of operation, and a table of clearances. The installation design will include all relevant features such as emergency vehicle pre-emption, protection of existing communication features, emergency power generation (transfer switch), pedestrian countdown man/hand indications, accessible pedestrian push buttons, weather monitoring, pavement temperature readings, video vehicle detection, as directed by the Town.

The plan will contain the necessary tables and notes to accomplish the work. It will also identify the suggested phasing operation and crosswalk and sidewalk ramp work. Existing and proposed pavement markings will also be identified including crosswalks, travel lane delineation, and existing and proposed signing per the Manual on Uniform Traffic Control Devices (MUTCD).

Colliers proposes to furnish the Town with five (5) paper copies and a digital PDF copy of each Intersection Preliminary Plan for review and comment.

Once the comments are received on the Preliminary Plan, Colliers will proceed to Final Plan preparation.

Final Design incorporating Town comments will be provided on paper at a scale of 1"=20' (five prints), also a digital copy of the designs will be provided in AutoCAD 2025 or higher as well as in PDF format. These drawings shall be compiled for the preparation of Traffic Signal Installation Contract Documents.

6. Engineer's Estimate

Once final designs are completed, Colliers Engineering & Design will prepare an estimate for each location identifying items to be installed. The estimate will be keyed to NYSDOT items with quantities and unit prices given. Only quantities will be identified on each of the intersection's construction plans. In this manner, the Town will be able to select the two locations separately or jointly for bidding purposes.

7. Contract Documents

Using a Town "boiler plate", Colliers Engineering & Design will prepare a complete package of bid-ready contract documents. The package will include:

- Special notes.
- Construction Specifications (by reference to NYSDOT Standard Specification)
- Special Specifications (if necessary)
- Contract/Construction Drawings
- Traffic Control Plans

All necessary permits including but not limited to:

- Rockland County Highway Department
- Orangetown Highway Department
- New York State
- Utilities
- Other pertinent permits will be furnished for the contractor's use upon award.

Colliers Engineering & Design will submit 3 sets of the Contract Documents to the Town for approval. Upon approval and with incorporation of Town comments (if any) Colliers will then provide 10 sets of the Contract Documents for bidding. Digital copies will also be provided.

8. Schedule of Fees

Attached is our fee schedule, resumes/qualifications for each of the personnel CED proposes to use on this project as well as any reimbursable expenses expected.

9. General and Professional Liability

CED will provide and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by CED, our agents, representatives, employees or sub-engineering consultants as stipulated in the RFP.

Copies of General Liability and Workers' Compensation Insurances are attached. CED will furnish the Town of Orangetown with original/specific certificates and amendatory endorsements effecting coverage upon contract award.

10. Construction Inspection

Should the Town require Construction Inspection Services, CED has herein provided a separate itemized fee schedule for technical staff hourly rates and a daily rates (as construction may take place at multiple locations during the day) as well as professional qualifications and related project experience and reimbursable expenses to carry out Construction Inspection Engineering Services to assist the Orangetown Highway Department in the administration of the awarded construction contract for the two (2) traffic signals improvement project, and to assist in ascertaining that work under the referenced construction contract is carried out in compliance with that contract's regulations.

Construction Inspection services may be added to this project at a later date by supplemental agreement. Construction inspection shall include, but not limited to:

Pre-Construction Phase

- Review Project Specific Plans and Specifications
- Obtain NYS Prevailing wage rate schedule for inclusion in contract documents
- Develop Submittal Register
- Review Site Conditions
- Set Up Various Computer Logs
- Attend Meetings and Prepare Minutes
- Develop General Safety Review Plan
- Develop Material Testing Guidelines

Construction Phase

- Construction Administration
- Construction stake-out
- Additional Field Surveying Information if necessary

- Review and approve change orders if necessary.
- Geotechnical Review as appropriate
- Review Submittals
- Geotechnical exclusions as appropriate;
- Structural calculations or design for signs, special structures and/or retaining walls, if required
- Log and Transmit Shop Drawings/Transmittals
- Update and Issue Submittal Log
- Make Entries in Daily Log and Diary
- Monitor/Update Material Certifications
- Inspect General Construction
- Perform General Safety Reviews of Site
- Maintain Master Project Files
- Update and Issue Project Logs
- Chair Construction Review Meetings
- Prepare and Issue Construction Review Minutes
- Prepare Project Schedule Status Report/Analysis
- Negotiate Contractor Change Orders
- Update and Issue Proposal/Modification Log
- Prepare Proposed Contract Modifications
- Review and Respond to Project Correspondence
- Update and Issue Correspondence Log
- Update and Issue Town of Orangetown File Letter Log
- Draft Project Memoranda
- Prepare Town of Orangetown Field Orders
- Update and Issue Field Order Log
- Issue "Request for Information"
- Update and Issue RFI Log
- Review and Log Certified Payroll
- Review and Process Monthly Pay Estimates
- Prepare and Issue Preliminary and Final Punch Lists
- Prepare Meeting Agendas
- Attend Various Meetings and Prepare Meeting Minutes
- Prepare Biweekly Project Report
- Incorporate All Revisions Into Project Documentation
- Coordinate Utility Work
- Conduct "Pre-Phase" Meetings
- Produce and Distribute Project Information Material
- Resolve Design/Coordination Issues

Post Construction Phase

- Prepare all As-Built drawings and certify accurate representation of construction.
- Prepare Final Project Report
- Compile and Transmit All Warranties/Guaranties
- Compile and Transmit All O&M Manuals

Scope of Services

- Oversee All Punch List Work
- Compile and Submit Final Documentation
- Pursue and Complete Final Close-Out
- Consultant will perform final inspection of each intersection that all appurtenances are functioning per contract documents and specifications.

Cost Summary

Task Name	Fee
Meetings (includes 4)	\$3,600.00
Schedule	\$800.00
Survey	\$15,000.00
Traffic Volume Counts	\$2,800.00
Traffic Signal Design	\$18,500.00
Engineer's Estimate	\$3,200.00
Contract Documents	\$2,400.00
Construction Inspection	TBD
Total Budget:	\$46,300.00

Section 3

Work Schedule

Work Schedule Traffic Signal Design & Construction Inspection

Work Tasks	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15	Week 16
Planning (Traffic Counts and Analyses)																
Survey																
Preliminary Design																
Review by Town																
Final Design																
Review by Town																
Engineer's Estimate																
Bid Document Preparation																

* FOUR (4) MEETINGS WILL BE HELD AT THE DIRECTION OF THE TOWN.

** CONSTRUCTION START DATE WILL BE DEPENDENT ON CONTRACT AWARD AND SIGNAL POLE ORDER/DELIVERY TIME FRAME.

Section 4

Schedule of Fees/Qualifications/Related Experience

Billing Titles	Hourly Rates
Executive Principal	270.00
Senior Principal	260.00
Principal	255.00
Senior Technical Director	235.00
Senior Project Manager	220.00
Technical Director	210.00
Project Manager	200.00
Senior Project Specialist	190.00
Project Specialist	180.00
Technical Professional	160.00
Technical Specialist	140.00
Specialist	135.00
Senior Data Technician	130.00
Senior Technical Assistant	115.00
Technical Assistant	105.00
Field Technician	100.00
Data Technician	95.00
Survey Crew – 1 Person w/Robotic Equipment	200.00
Additional Survey Crew Member	50.00
SUE Crew (designating) – 1 Person	130.00
Additional (designating) Member	55.00
SUE Crew (locating) – 2 Person	190.00
Additional (locating) Member	50.00
Expert Witness	370.00

Reimbursable Expenses

General Expenses	Cost + 20%
Travel (Hotel, Airfare, Meals)	Cost + 20%
Sub-Consultants/Sub-Contractors	Cost + 20%
Plotting	4.50 / Each
Computer Mylars / Color Plots	100.00 / Each
Photocopies	0.19 / Each
Color Photocopies	2.10 / Each
Document Binding	4.10 / Each
Portable Media	100.00 / Each
Portable Media	25.00 / Additional Each
Exhibit Lamination (24" x 36" or larger)	75.00 / Each
Automatic Traffic Recorders (ATR)	850 / Per Week
Initial Digital Signature	275.00
Additional Digital Signatures	75.00 / Each
Mileage Reimbursement*	0.655 / Per Mile
	Field Vehicle 0.75 / Per Mile

*Mileage reimbursement subject to change based upon IRS standard mileage rate.

Westchester Schedule Municipal

Rates are effective through December 31, 2024

** Daily rate is assumed at 8 hours times the given hourly rate.

Qualifications & Related Experience

Professional Qualifications and Staff

As identified in Section 1, Colliers Engineering and Design will furnish an in-house staff of traffic/transportation, geotechnical engineers and surveyors for assignment to this project. Resumes can be found in at the end of this section herin.

Philip J. Grealy, Ph.D., P.E.
A. Peter Russillo, P.E., PTOE
Richard G. D'Andrea, P.E.
Philip Gotthelf, P.E.
Joseph Muccin, P.E., PTOE

Michael Amendola, IE
Don Schel, PLS - Survey
Lucas Boyer, PLS - Survey
Katherin Blaustein, NICET IV – Construction Inspection

Certain outside vendors will be used for traffic data collection. This effort will be completed by Traffic DataBank under the direction of Victor Ochieng, P.E. His company profile and his resume are included in this section.

Experience of Firm with Similar Projects

Below is listed Colliers Engineering and Design (formally known as Maser Consulting) experience with similar type of design projects. See attached Project Profiles for the description of the work effort.

Orangetown Traffic Signal Design, Orangeburg, Rockland County, NY

Project Owner: Town Orangetown

Contact: James J. Dean, Highway Superintendent (845-359-6500)

Approximate design cost/construction cost: \$184,000/\$1.5 Million (est.)

County Route 1A – County Route 41 Improvements, Orange County, NY

Project Owner: Orange County Department of Public Works

Contact: Eric DeNega (845-291-2750)

Approximate design cost/construction cost: \$42,000/\$550,000

Main Street/Spring Street Signal/Intersection Improvements, Village of Ossining, Westchester County, NY

Project Owner: Village of Ossining

Contact: Pau Fraioli (914-941-3554)

Approximate design cost/construction cost: \$64,750/\$980,000

Route 311 / I-84 Improvements, Multi-Modal 4 Project PIN # 8ME047.30A – D027542

Project Owner: NYSDOT/Town of Patterson

Contact: Lee Zimmer, NYSDOT Regional Traffic Engineer (845-437-1323)

Approximate design cost/construction cost: \$50,000/\$1.8 Million (Exclusive of Signal Work)

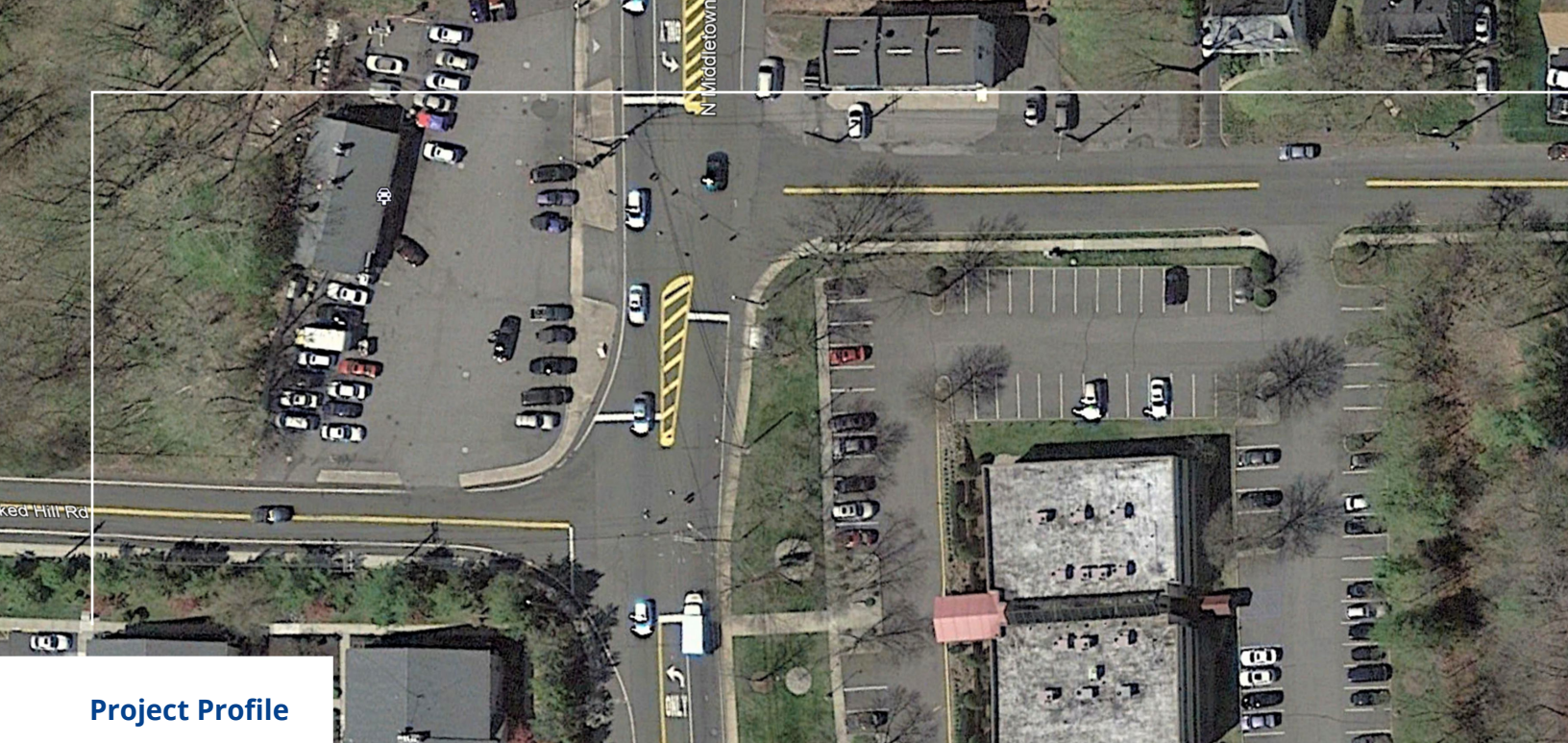
Myers Corners Road Reconstruction & Realignment, Dutchess County, NY

Project Owner: Dutchess County

Contact: Robert H. Balkind, P.E.

Approximate construction cost: \$7.5 Million

Project Profiles



Project Profile

Project Highlights

Client:

Town of Orangetown

Completion:

2020

Services:

Unmanned Aerial System (UAS), Traffic/Transportation Engineering, Traffic Signal Design, Subsurface Utility Engineering

Orangetown Traffic Signal Design

Orangeburg, NY

Project Description

Colliers Engineering & Design providing traffic engineering and subsurface utility engineering services at 10 intersection locations for the design of traffic signal replacements. We also provided UAS survey services to map the elevation of all overhead utilities in proximity to each intersection, to determine appropriate clearances between signal equipment and actual primary, secondary, cable, and communicator wiring.

The new signal designs utilized Gridsmart vehicular detection, thereby limiting the need for extensive conduits, pullboxes, and wiring for vehicle detection. Certain intersections also included individual geometric improvements, as well as upgrades to all ADA ramps to meet current specifications.



Project Profile

Project Highlights

Client:

Orange County,
NY, Orange County
Department of Public
Works

Completion:

2016

Construction Cost:

\$550,000

Services:

Roadway/Highway
Design, Traffic/
Transportation
Engineering, Traffic
Signal Design

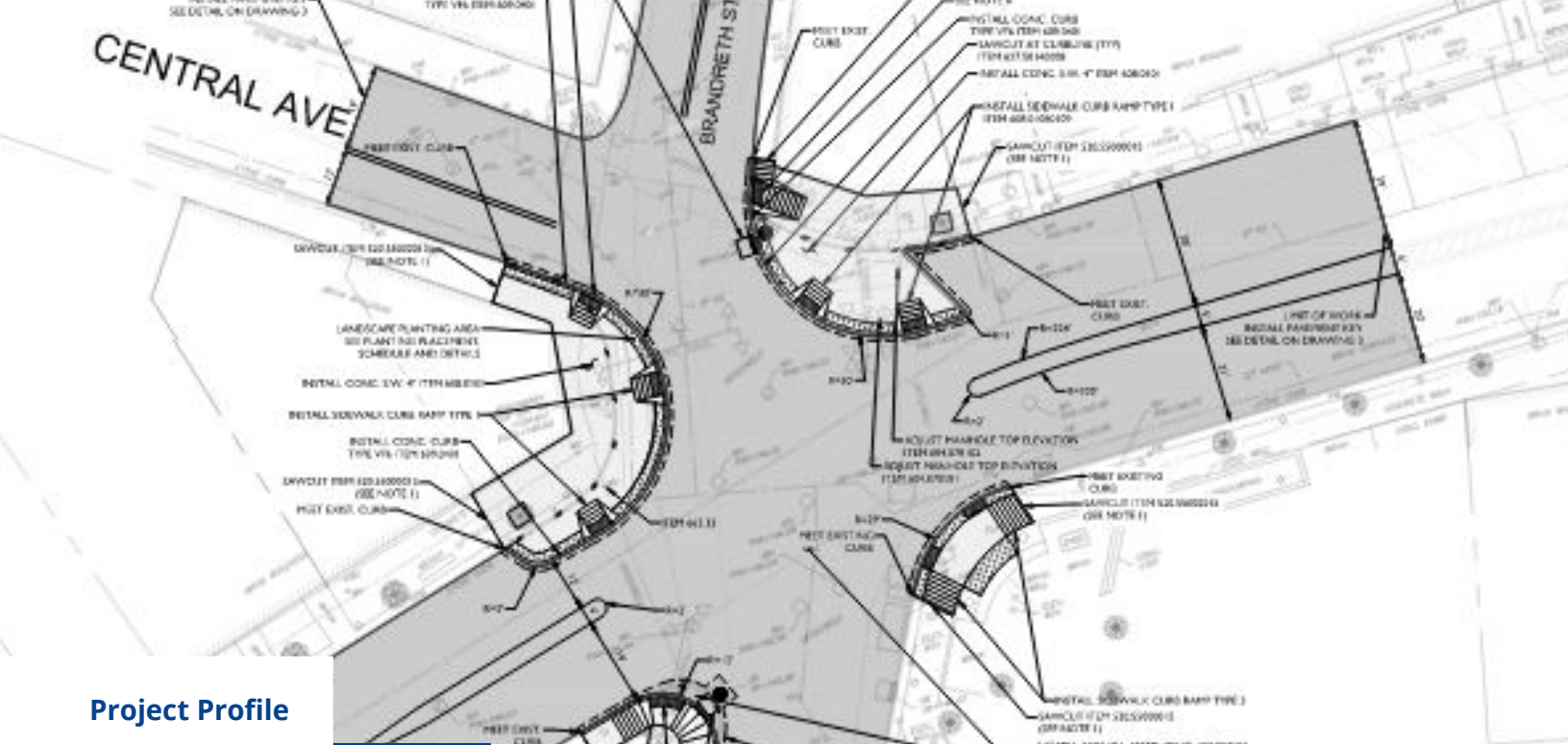
County Routes 1A & 41 Improvements

Town of Warwick, NY

Project Description

Colliers Engineering & Design provided traffic engineering and highway design services for the intersection of CR 1 - CR 1A with CR 41. We conducted a field inspection to inventory the existing roadway geometrics, traffic control devices, and other roadway characteristics at the intersection, including collection of information with respect to pavement markings, signing, and pavement condition. Traffic volumes were collected for all approaches to the intersection for a one week period using Automatic Traffic Recorders (ATR's). In addition, turning movement counts were conducted during typical peak hours to determine levels of service for the intersection.

Our professionals also performed accident data review and traffic signal warrant analysis. We summarized our findings in a final report and produced design documents including roadway widening layout, grading and drainage design, and design of the replacement of a flash beacon assembly with a full three-color traffic signal installation.



Project Profile

Project Highlights

Client:

Village of Ossining

Completion:

2023

Construction Cost:

\$980,000

Services:

Construction Inspection
& Administration,
Planning, Traffic
Engineering-ITS

Main Street/Spring Street Intersection Improvements

Ossining, NY

Project Description

CED was responsible for the detailed traffic analysis and intersection redesign of the Main Street/Spring Street intersection within the Village of Ossining. The traffic analysis explored several intersection alternatives including addition of turning lanes, traffic signal improvements and potential installation of a roundabout for this critical intersection within the Village. Detailed intersection improvement and traffic signal design plans were prepared for the selected alternative with a significant focus on pedestrian accommodations to upgrade the intersection to meet current ADA standards.



Project Profile

Project Highlights

Client:

New York State Department of Transportation, Town of Patterson

Completion:

2011

Construction Cost:

\$1,800,000

Services:

Roadway/Highway Design, Transportation Planning, Traffic Signal Design, Permitting

Route 311/I-84 Improvements

Town of Patterson, NY

Project Description

Colliers Engineering & Design prepared the design plans and related construction documents for the NYS Route 311 and I-84 ramp interchange reconstruction, including the construction of separate left and right turn lanes on NYS Route 311, as well as on the I-84 off-ramps. The plans included detailed layout, grading, and drainage plans indicating all details and special treatments. Contract plans included multi-phase maintenance and protection of traffic plans. Work also required project coordination and permitting with the New York State Department of Transportation, as well as the preparation of design plans for installation of traffic signals at the two I-84 ramp intersections.



Project Profile

Project Highlights

Client:

Dutchess County

Completion:

2020

Construction Cost:

\$7,500,000

Services:

Construction Inspection & Administration, Ecological Services, Structural Engineering, Roadway/Highway Design, Transportation Planning, Traffic/Transportation Engineering, Permitting, Survey

Myers Corners Road Reconstruction & Realignment

Dutchess County, NY

Project Description

Colliers Engineering & Design provided design services for the reconstruction and realignment of 7,400 ft of Myers Corners Road to improve sight distance and reduce accidents. Improvements included horizontal and vertical alignment of five curves; adequate lane and shoulder widths and roadside safety improvements; design of drainage swales and closed drainage system to tie into existing system; ROW acquisitions; utility relocations; guiderail design; and disturbance to seven federal wetland areas.

Our services included topographic ROW and wetlands surveys; traffic counts; accident data and capacity analysis; utility relocation; environmental impact study on design alternatives; general ecological and endangered species studies; groundwater impact; hazardous waste; noise, air quality, and energy analyses; regulatory permitting (US Army Corps Section 404-Nationwide Permit No.14,NYSDEC Section 401 Water Quality Certification, NYSDEC State Pollution Discharge Elimination System and FHWA Wetlands Findings); and construction administration services. This project followed the NYSDOT format with Phases I through VI.

Resumes



Philip J. Grealy, PhD, PE

Principal | Geographic Discipline Leader | Traffic

Dr. Grealy is a licensed professional engineer with over 40 years of extensive experience in all aspects of transportation and traffic engineering. He has served as Project Manager on a variety of transportation study, design, and research projects. Over the course of his career, he has completed thousands of traffic impact studies for both commercial and residential projects. He serves as a technical consultant for both private and municipal clients on transportation related issues and has extensive expertise in the use of state-of-the-art Traffic engineering software packages. He also has experience in the collection and analysis of noise data related to highway traffic noise and impact assessment.

His current responsibilities include the overall project coordination, budgeting, cost control, and quality assurance for Traffic and Transportation services in the Valhalla office located in Westchester County, New York.

Education

Ph.D. Transportation Planning and Engineering, Polytechnic University, 1999

M.S. Transportation Planning and Engineering, Polytechnic Institute of New York, 1980

B.E. Civil Engineering, Manhattan College, 1977

Professional Registrations

Professional Engineer (PE)
New York, New Jersey,
Connecticut, Delaware,
Pennsylvania

Professional Affiliations

Institute of Transportation Engineers

American Society of Civil Engineers

Acoustical Society of America

National Society of Professional Engineers

Current Appointments

Orange County Department of Public Works, 2011-present

Key Projects

LEGOLAND

Town of Goshen, Orange County, NY

Principal-in-Charge responsible for traffic impact evaluations, including all traffic projections, capacity analysis, and identification of mitigation measures as part of the SEQRA review of this major regional entertainment attraction. Completed all traffic study documents for DEIS, FEIS, and Findings. Prepared access and offsite roadway improvement and traffic signal plans for obtaining New York State Department of Transportation Highway Work Permits. Prepared Design Report and related design plans for a new interchange for NYS Route 17/Future I-86. Also prepared detailed noise studies for SEQRA review.

Amy's Kitchen

Village of Goshen, Orange County, NY

Principal-in-Charge responsible for preparation of traffic projections, capacity analysis, and intersection evaluation for traffic impact studies as part of the SEQRA process. Responsible for compilation of simulations and detailed design plans for NYSDOT Highway Work Permits.

Lowe's

Yorktown Heights, Town of Yorktown, Westchester County, NY

Principal-in-Charge responsible for preparation of traffic projections, capacity analysis, and intersection evaluation for traffic impact studies as part of the SEQRA process. Responsible for compilation of simulations, conceptual design plans, and coordination with highway design engineer and NYSDOT.

Arthursburg Corners Development

Town of East Fishkill, Dutchess County, NY

Principal-in-Charge of traffic engineering services for the Arthursburg Corners development along NYS Route 82, including 4,500 SF of specialty retail space and a 2,200 SF Dunkin Donuts facility with drive-thru window. Our services included preparation of a Traffic Impact Study to assess vehicular traffic generation and associated potential impacts. The analysis focused on the proposed project access driveway at its intersection with Route 82 and the adjacent roadway network. It included anticipated peak hour trip generation factors and traffic volume distribution for typical peak hours of adjacent roadway activity. Our professionals also prepared roadway improvement plans and traffic signal installation plans, including pavement widening for development of a separate left turn lane, guide rail installation, drainage structure modification, pavement marking/signing, and work zone traffic control plans. Subject improvements are immediately adjacent to the Taconic State Parkway northbound ramp system. Permitting and construction inspection services were provided as well.

County Routes 1A & 41 Improvements

Town of Warwick, Orange County, NY

Principal-in-Charge overseeing traffic engineering and highway design services for the intersection of CR 1 - CR 1A with CR 41. A field inspection was conducted to inventory the existing roadway geometrics, traffic control devices, and other roadway characteristics at the intersection, including collection of information with respect to pavement markings, signing, and pavement condition. Traffic volumes were collected for all approaches to the intersection for a one-week period using Automatic Traffic Recorders (ATR's). In addition, turning movement counts were conducted during typical peak hours to determine levels of service for the intersection. Our professionals also performed accident data review and traffic signal warrant analysis. We summarized our findings in a final report and produced design documents including roadway widening layout, grading and drainage design, and design of the replacement of a flash beacon assembly with a full three-color traffic signal installation.

Orange Regional Medical Center, East Main Street Reconstruction Project

Town of Wallkill, Orange County, NY

Principal-in-Charge responsible for preparation of traffic impact studies for this new 320-bed, state-of-the-art medical center. Work included traffic projections and evaluations for SEQRA review process. Responsible for DEIS, FEIS, and Findings related to traffic, transportation, and parking related issues. Responsible for preparation of site plan layout design plans including signalization improvements and coordination of these in conjunction with Orange County Department of Public Works.

Crystal Run Healthcare, Medical Office Support Facility

Rykowski Lane, Town of Wallkill, Orange County, NY

Principal-in-Charge responsible for preparation of a complete traffic study for the 150,000 SF Crystal Run Healthcare office support facility located on Rykowski Lane in the Town of Wallkill. The traffic study included the collection of data for area intersections, estimates of proposed trip generation, and analysis of post-development conditions. Developed several improvement scenarios including conceptual design of geometry improvements and sight distance improvements. Also conducted signal warrant analysis for main access intersections to Rykowski Lane.

Nyack Hospital

Village of Nyack, Rockland County, NY

Principal-in-Charge responsible for providing traffic, parking, and access recommendations and site plan approval support for Nyack Hospital's plan to modify its Emergency Department and Medical Village and Infusion Center parking in conjunction with the proposed Emergency Department expansion and modifications. Due to the planned modifications to the Hospital patient procedures and anticipated reduction in Hospital stays, an increase in patient use of the Emergency Department, as well as the Medical Village and Infusion Center was anticipated. Modifications to these areas for both vehicular and pedestrian access and internal circulation were identified to accommodate this.

Avalon Apartments

Village of Ossining, Westchester County, NY

Principal-in-Charge of providing traffic engineering services for the redevelopment of the former BASF Chemical facility in Ossining into a new mixed-use complex with approximately 170 apartments and 14,500 SF of ancillary commercial space. The development also includes a state-of-the-art fitness center, outdoor swimming pool, clubhouse, children's playground, and WiFi Café. Prepared the necessary road widening design to develop a separate left turn lane, curb and sidewalk replacement, and bus turn-out replacement. Our services also included preparation of permit applications, construction administration, and oversight of all inspection work.

Adams Fairacre Farm, Route 9/Old State Road Intersection Reconstruction

Wappinger City, Dutchess County, NY

Principal-in-Charge responsible for preparation of detailed traffic impact studies including traffic volume forecast, capacity analysis, and intersection evaluations to identify mitigation measures as part of SEQRA review process with Town of Wappinger. Prepared detailed intersection and signal design plans and obtained NYSDOT Highway Work Permits for the project.

Minisceongo Park Shopping Center

Town of Haverstraw, Rockland County, NY

Principal-in-Charge responsible for all traffic analysis, evaluations, and designs as part of SEQRA associated with this approximately 250,000 SF shopping center. Responsibilities also included off-site roadway improvements including signal design and coordination plans. Provided expert testimony for various Planning and Zoning Boards and this work also included parking studies for parking variances.

Maple Fields

Town of Wallkill, Orange County, NY

Principal-in-Charge responsible for preparation of traffic impact studies including site traffic projections and evaluation of future conditions for numerous intersections as part of the SEQRA review process. Provided expert testimony and preparation of traffic portions of the DEIS and FEIS. Work also included preparation of construction plans for offsite improvements including a roundabout design.

The Galleria at Crystal Run

Town of Wallkill, Orange County, NY

Principal-in-Charge responsible for preparation of DEIS and FEIS traffic studies and evaluations for all phases of development for this regional shopping center development which now exceeds 1,000,000 SF. Responsible for expert testimony as part of all SEQRA approvals with the town.

Wallkill Comprehensive Traffic Impact Study

Town of Wallkill, Orange County, NY

Principal-in-Charge responsible for preparation of comprehensive traffic study for use by planning board to evaluate approximately a dozen different planned developments in proximity to the Route 211, Tower Drive, and Scotchtown Road corridors within the town. Developed detailed traffic projections and analyses to identify potential mitigation measures. Prepared cost estimates and cost allocation formulas based on trip generation for each development depending on their size and mix to allow the planning board to implement a transportation improvement strategy to accommodate them.

Stop & Shop Supermarket

Town of Hyde Park, Dutchess County, NY

Principal-in-Charge responsible for preparation of Traffic Impact Studies and evaluations as part of the SEQRA review with the Town Planning Board. Prepared access redesign plans including signal design for Highway Work Permits with New York State Department of Transportation.

Oakwood Commons

City of Poughkeepsie, Dutchess County, NY

Principal-in-Charge responsible for preparation of traffic studies including projections and analysis for this mixed-use office/retail development as part of the SEQRA review process. Prepared construction drawings including roadway intersection reconstruction and signalization plans for the New York State Department of Transportation Highway Work Permits.

Roundhouse at Beacon

City of Beacon, Dutchess County, NY

Principal-in-Charge responsible for preparation of traffic and parking evaluations for SEQRA review with the Planning Board and City Council for this mixed-use development which includes residential dwelling units, a Specialty Inn, restaurant, and banquet/catering facility.

Harbors at Haverstraw

Village of Haverstraw, Rockland County, NY

Principal-in-Charge responsible for preparation of Traffic Impact Studies for DEIS and FEIS for this waterfront multi-family residential development. Identified and coordinated offsite roadway improvements.

Home Depot Distribution Center

Village of Montgomery, Orange County, NY

Principal-in-Charge responsible for preparation of traffic impact studies for SEQRA review and site plan approvals. Also completed roadway improvement plans for site access to obtain Orange County Department of Public Works Highway Work Permit.

Underhill Farm

York Town, NY

Conducted comprehensive traffic studies, designed strategic intersection redesigns, and led the permitting processes for this mixed-use project at the intersection of Glenrock Street and Underhill Avenue in Yorktown, NY.

Municipal Reviews

Mr. Grealy provides traffic and transportation services for the following municipalities. He oversees the review of development applications and provides guidance and recommendations to the Planning Boards for their consideration as part of their review and approval process.

- Town of Cornwall Planning Board, Orange County, NY
- Town of Eastchester Planning Board, Westchester County, NY
- Town of New Windsor Planning Board, Orange County, NY
- Town of Saugerties Planning Board, Ulster County, NY
- Village of Woodbury Planning Board, Orange County, NY

Lord & Taylor Redevelopment

Town of Eastchester, Westchester County, NY

Principal-in-Charge responsible for providing technical assistant to the Planning Board in their review of a proposed renovations/modifications to the existing 215,000 square foot building formerly occupied by Lord & Taylor in the Town's Designed Shopping Center Zoning District. Work involved reviewing and commenting on the traffic and parking conditions including identifying mitigation measures to accommodate the redevelopment.

United Hospital Redevelopment Review

City of Rye, Westchester County, NY

On behalf of the City of Rye, reviewed the Environmental Impact Statement (DEIS and FEIS) prepared by Planning & Development Advisors in conjunction with VHB Engineering, Surveying and Landscape Architecture, P.C. for the proposed United Hospital Redevelopment Project in the adjacent Village of

Port Chester. The review was specifically limited to the traffic and transportation portions of the SEQRA documents. The proposed project included multi-family residential units as well as age-restricted residential units, a hotel, office, space, and a retain component. Our professionals examined the procedures used, methodologies employed, conclusions drawn, and the recommendations suggested to address the traffic and transportation impacts associated with the proposed redevelopment. We reviewed suggested mitigation measures, including signalization, geometric improvement, signal timing changes, pavement marking modifications, access modification, modified lane use assignments, sidewalk/crosswalk improvements, bus services, and any other traffic control measures (restrictive movements) that were proposed, and we summarized our findings in a final report for the City for input in the SEQRA process.

Rivertowns Square

Village of Dobbs Ferry, Westchester County, NY

As Principal-in-Charge, assisted Village Board of Trustees and Planning Board in review of a proposed major redevelopment/expansion of existing site for a mixed-use project consisting of residential units, a supermarket, hotel, movie complex, and other commercial uses. Provided technical assistance in reviewing scoping documents, DEIS, and FEIS traffic studies and analysis. Based on this review, assisted boards in formulating mitigation plans required for off-site traffic improvements to be completed by the developer. Improvements included road widenings, new signalization, signalization upgrades, and traffic calming measures. Accommodations for bicycles and pedestrian access including new sidewalk systems were identified.

Woodbury Common Expansion

Town of Woodbury, Orange County, NY

Principal-in-Charge responsible for providing assistance to the Planning Board in their review of a major renovation and 60,000 SF expansion of Woodbury Common as part of the SEQRA process. Work involved reviewing and commenting on the Scoping Documents, DEIS and FEIS traffic studies and providing technical assistance in developing Findings Statement and Developer's Agreements.

Cross County Shopping Center

City of Yonkers, Westchester County, NY

Principal-in-Charge responsible for review of traffic studies and site plans prepared by the applicant for an expansion and renovation of this 1,000,000 SF shopping center located in the City of Yonkers. Provided guidance to the Planning Board and Zoning Board during SEQRA and site plan review phases. Also provided technical assistance to the City of Yonkers' Traffic Engineering Department in reviewing offsite traffic signal and roadway improvement plans to accommodate the expansion.

Ridge Hill Design Review

City of Yonkers, Westchester County, NY

Principal-in-Charge responsible for providing consulting design review services to the City of Yonkers Traffic Engineering Department reviewing offsite roadway and signal plans for this mixed used development consisting of approximately 1,000 dwelling units and 1,000,000 SF of commercial development.

Atlantic Development

City of Mt. Vernon, Westchester County, NY

Consultant to City Council and planning board for technical review of traffic, parking, and transportation studies prepared by the applicant for the SEQRA review of a major proposed three-stage mixed used redevelopment project. Work involved presentations to council and planning board in advising them on the potential traffic/transportation impacts and required mitigation for the project.

Ridge Rise Residential Development

Town of New Windsor, Orange County, NY

Principal-in-Charge responsible for review of traffic impact study and provide technical assistance to the Planning Board in formulating appropriate mitigation measures as part of the SEQRA review process.

Professional Training

Adaptive Traffic Control

New Tools for Effective Highway Safety Management

MUTCD: Traffic Signs and Pavement Markings

Designing Safety/Security into Walkable Urban Thoroughfares

Highway Capacity Manual 2010

Pedestrian Safety – An Operational Perspective

Roundabout Design and Operation

Access Management Best Practices

Design, Construction Management and Ethics for Professional Engineers



A. Peter Russillo, PE, PTOE

Senior Associate | Senior Project Manager
Traffic & Transportation

Mr. Russillo has been responsible for the development of preliminary and final roadway improvement and traffic signal plans as well as for the preparation and presentation of numerous traffic and transportation studies for a variety of land use types including regional shopping malls, residential subdivisions, hotels, office complexes, etc. He also has extensive experience in assisting local governments in achieving their transportation planning goals through the preparation of local master plans.

Mr. Russillo has a working knowledge of traffic engineering and highway design software including PASSER, HCS, Survey, SYNCRO, etc. He is responsible for oversight of the preparation of Priority Investigation Locations (PIL's) reports when such preparation is directed by the state under the NYS Highway Safety Investigation (HIS) Program. Under this program, cost-effective measures are identified to address safety issues. Such measures might include installation of traffic control, signing and/or maintenance improvements.

He is a former chairman of his community's planning board and is a former elected official as a Village Trustee (Deputy Mayor). He has also served as a member of the Board of Directors of the Pelham Family Service and as a member of the Board of Directors of the Pelham Art Center.

Education

M.E. Transportation Engineering, Manhattan College, 1984

B.E. Civil/Environmental Engineering, Manhattan College, 1980

Professional Registrations

Professional Engineer, (PE)
New York

Professional Traffic Operations Engineer (PTOE)

Affiliations & Memberships

American Society of Civil Engineers

Institute of Transportation Engineers (ITE)

National Society of Professional Engineers

Transportation Research Board Affiliate Member

Academic Activities/Publications

Adjunct Instructor, Manhattan College

"Video Arcade Traffic and Parking," ITE Journal, Coauthor

Key Projects

Bald Hill Estates

Monroe, Orange County, NY

Design work was completed for a 3-phase 138 multi-family residential unit development located adjacent to county Route 105. Design included the widening of County Route 105 from a 2-lane section to a 4-lane section inclusive of an approximate 65-foot segmented block retaining wall, geotechnical investigation and traffic signal design and interconnection of 5 signalized intersection locations.

Blueberry Commons, Rt 306

Ramapo, Rockland County, NY

Roadway improvement design was completed for the widening of NYS Route 306 to include separate left turn lanes, sidewalk installation along the 1,700-foot site frontage. Full traffic signal replacement design, drainage design and landscaping were included.

Design efforts had to be coordinated with an ongoing town sidewalk project, a portion of which included sidewalk installation and drainage work north and south of the Blueberry Commons work limits.

Zichron Menachim, Route 306

Ramapo, Rockland County, NY

Responsibilities included preparation of a Traffic Impact Study for a school and on-site housing for 48 families in multi-unit facilities. Design work included the widening of NYS Route 306 to develop a separate left turn lane on Route 306 at Spruce Road (a future town road) at an unsignalized intersection location. Emergency access to Route 306 was also included in the permitting process.

Orangeburg Traffic Signal Design

Orangetown, Rockland County, NY

Responsibilities included site inspection, synchro analysis, traffic count reviews, accident data review, and signal warrant analysis for 10 intersection locations. Design work was particularly sensitive to pedestrian crossings/ADA compliance.

Kensington Road Improvements

Village of Bronxville, Westchester County, NY

Supervised engineering services for roadway improvements to Kensington Road, between its intersection with Sagamore Road and Beechtree Lane in Bronxville. Services included the preparation of interim roadway improvement plans, including roundabout modification utilizing temporary pavement markings, candlestick bollards, and temporary signing as demonstration of functionality. Our professionals also prepared permanent roadway improvement plans including pavement widening, roadway design, sidewalk replacement (paver-type), new curbing (stone-type), drainage structure modification, pavement marking/signing, and work zone traffic control plans.

Arthursburg Corners Development

Town of East Fishkill, Dutchess County, NY

Supervised traffic engineering services for the Arthursburg Corners development along NYS Route 82, including 4,500 SF of specialty retail space and a 2,200 SF Dunkin Donuts facility with drive-thru window. Services included preparation of a Traffic Impact Study to assess vehicular traffic generation and associated potential impacts. The analysis focused on the proposed project access driveway at its intersection with Route 82 and the adjacent roadway network. Our professionals also prepared roadway improvement plans and traffic signal installation plans, including pavement widening for development of a separate left turn lane, guide rail installation, drainage structure modification, pavement marking/signing, and work zone traffic control plans. Subject improvements are immediately adjacent to the Taconic State Parkway northbound ramp system. Permitting and construction inspection services were provided as well.

Chappaqua Crossing

Town of New Castle, Westchester County, NY

Project Manager responsible for engineering services for the redevelopment of the former Reader's Digest site into a mixed-use development consisting of 500,000 SF of multi-tenant office space; 111 residential units; a 40,200 SF supermarket; a 40,000 SF health club; and an additional 40,000 SF of retail space. Tasks included performing a Traffic Impact Study, off-site roadway improvement plans (including development of separate left and right turns lanes, retaining wall design, traffic signal design, and work zone traffic control plans for intersection improvements), and roundabout design. The traffic study included the collection of data and an analysis (SYNCHRO) of 19 intersections. This study included a sight distance evaluation at the site driveways, an accident evaluation of the area roadways, and associated roadway improvements/mitigation measures.

Maple Fields Development Traffic Study

Town of Wallkill, Orange County, NY

Supervised preparation of a traffic evaluation for the 196-unit Maple Fields residential development located on Schutt Road in the Town of Wallkill. Our professionals collected existing traffic volume data. The existing and projected future traffic volume conditions, including estimates of the traffic that would be generated by the development, were then analyzed. As a result of the traffic study, analysis, and discussions with the Town of Wallkill, our team prepared contract documents for the development of a new roundabout to replace the existing four-way intersection. Roadway improvements were also designed for Airport Road, one of the intersecting roads that leads to nearby Randall Airport. The roadway design had to accommodate gliders being brought in on large trailers to the airport. In addition to the roadway design, services also included cost estimating and maintenance and protection of traffic plans.

County Routes 1A & 41 Improvements

Town of Warwick, Orange County, NY

Assigned as Project Manager responsible for traffic engineering and highway design services for the intersection of CR 1 - CR 1A with CR 41. Tasks included an inventory the existing roadway geometrics, traffic control devices, and other roadway characteristics. Turning movement counts were conducted during typical peak hours to determine levels of service for the intersection. Our professionals also performed accident data review and traffic signal warrant analysis. A report was prepared summarizing our findings and produced design documents including roadway widening layout, grading and drainage design, and design of the replacement of a flash beacon assembly with a full three-color traffic signal installation.

Route 172 Improvements at Fox Lane Campus

Town of Bedford, Westchester County, NY

As Project Manager, performed roadway and traffic signal design services for the Town of Bedford, NY. Work included design approval document preparation, alternative evaluation, roadway improvement plan preparation for the realignment of campus access including signing, pavement markings, and traffic signal design.

Avalon Apartments

Village of Ossining, Westchester County, NY

Project Manager responsible for providing traffic engineering services for the redevelopment of the former BASF Chemical facility in Ossining into a new mixed-use complex with approximately 170 apartments and 14,500 SF of ancillary commercial space. The development also includes a state-of-the-art fitness center, outdoor swimming pool, clubhouse, children's playground, and WIFI Café. Prepared the necessary road widening design to develop a separate left turn lane, curb and sidewalk replacement, and bus turn-out replacement. Our services also included preparation of permit applications, construction administration, and oversight of all inspection work.

Signal Upgrade Program

City of Yonkers, Westchester County, NY

Prepared traffic signal design plans for the upgrading of 14 signalized intersections throughout the city with provisions for system wide communication. Work included intersection approach pavement marking modification and signing evaluation and upgrades.

Orange Regional Medical Center, East Main Street Reconstruction Project

Town of Wallkill, Orange County, NY

Responsibilities included preparation of design documents for roadway widening and reconstruction including traffic signal design for this County Highway. The reconstruction was undertaken by the New Orange Regional Medical Center Complex as a joint project with the Orange County Department of Public Works.

Westchester County Centralized Traffic Signal System Project, Phase I and Phase II

Various Locations Throughout Westchester County including Scarsdale, Mt. Pleasant, Greenburg, White Plains, Yonkers, Eastchester, Harrison, Rye, Dobbs Ferry, Pelham Manor, Tarrytown, Croton-on-Hudson, and Rye Brook

Provided traffic and transportation engineering service to the Westchester County Department of Public Works. Conducted detail design/redesign of traffic signals at 31 intersections throughout Westchester County and among three independent corridors including geometric modifications, signing and pavement marking alterations.

Route 9W Improvements

Town of Ulster, Ulster County, NY

Supervised preparation of roadway improvement and traffic signal modification plans including separate left turn and right turn lane installation, sidewalk installation, pedestrian crosswalk installation, and work zone traffic control plans. Preparation of Highway Safety Investigation (HSI) report was also part of the scope of work.

Richard G. D'Andrea, Jr., PE, PTOE

Principal Associate | Department Manager | Traffic Planning

Education

M.S. Transportation Planning and Engineering, Polytechnic Institute of New York, 2012

B.S. Civil Engineering, University of Delaware, 2007

Professional Registrations

Professional Engineer (PE)
New York

Professional Traffic
Operations Engineer (PTOE)

Affiliations & Memberships

American Society of Civil
Engineers

Institute of Trans. Engineers

National Soc. of Prof.
Engineers

Mr. D'Andrea has 15+ years of experience in various aspects of traffic and transportation engineering; including the preparation of various studies for a variety of land use types including retail centers, residential subdivisions, hotels, office complexes, mixed use developments, etc. These studies include traffic impact evaluations, capacity analyses, signal warrant studies, parking utilization studies, accident investigation studies and justification studies. He has also been responsible for coordinating SEQRA reviews for multiple New York State Municipalities. Mr. D'Andrea has also been responsible for the development of preliminary and final roadway improvement and traffic signal plans as well as conducting detailed cost estimates for such improvement projects and assisting in obtaining NYSDOT Highway Work Permits work within the state Right-of-Way. He also has been responsible for providing Construction Administration services for NYSDOT Highway Work Permit projects.

Mr. D'Andrea has significant knowledge of traffic engineering and highway design software including AutoCAD Civil 3D, Synchro, HCS and AutoTurn. He also has experience with other related software programs such as TSIS-Corsim, Transyt-7F and Microstation.

He is responsible for the preparation of Priority Investigation Location (PIL) reports when such preparation is directed by the state under the New York State Highway Safety Investigation (HIS) Program. His responsibilities include the collection and summarization of accident data for the identified PIL location as well as the preparation of accident diagrams.

Key Projects

LEGOLAND

Town of Goshen, Orange County, NY

Project Manager responsible for traffic impact evaluations, including all traffic projections, capacity analysis, and identification of mitigation measures as part of the SEQRA review of this major regional entertainment attraction. Completed all traffic study documents for DEIS, FEIS, and Findings. Coordinated design and preparation of detailed access and offsite roadway improvement and traffic signal plans for obtaining New York State Department of Transportation Highway Work Permits including preparation of Design Report and related design plans for a new highway interchange for NYS Route 17/Future I-86. Developed detailed highway Work Zone Traffic Control Plans for all phases of work.

Prepared bid documents for Contractor bidding of offsite improvement project as well as onsite bridge construction project. Reviewed all Contractor bids, conducted interviews with short listed Contractors and assisted in Contractor selection. Provided Construction Administration services throughout the 2+ year construction of the offsite roadway improvements including coordination of multiple Contractors work, coordination of all consultant inspection efforts on behalf of NYSDOT and coordination with NYSDOT Engineer-in-Charge. Conducted weekly progress meetings and maintained project schedule.

U.S. Route 6/Farrington Road Intersection Improvements

Town of Southeast, Putnam County, NY

Project Manager responsible for design of U.S. Route 6 at Farrington Road in the Town of Southeast, New York. This Project included the widening of U.S. Route 6 to provide a separate left turn lane in both directions and a realignment of Farrington Road to improve intersection safety and to align opposite the new access driveway to the Restaurant Depot facility. Also responsible for obtaining all necessary approvals from the NYSDOT for the Project and ultimately assisted the County and their contractor with obtaining a Highway Work Permit from the NYSDOT. Responsibilities also included construction administration including review of submittals and RFI's, payment application review and approvals and coordination with the County and NYSDOT on project closeouts.

Main Street/Spring Street Intersection Improvements

Village of Ossining, Westchester County, NY

Assistant Project manager responsible for the detailed traffic analysis and intersection redesign of the Main Street/Spring Street intersection within the Village of Ossining. The traffic analysis explored several intersection alternatives including addition of turning lanes, traffic signal improvements and potential installation of a roundabout for this critical intersection within the Village. Detailed intersection improvement and traffic signal design plans were prepared for the selected alternative with a significant focus on pedestrian accommodations to upgrade the intersection to meet current ADA standards. Coordinated with Village and Contractor during construction on submittal reviews, RFI's and review and approval of payment applications.

Red Schoolhouse Road Corridor Study

Village of Chestnut Ridge, Rockland, NY

Project Manager responsible for the evaluation of the Red Schoolhouse Road corridor in the vicinity of the New York State Thruway/Garden State Parking interchange to assess existing and future traffic conditions which may occur as a result of the buildout of several proposed/potential development projects. Coordinated all traffic data collection and analysis of existing and future traffic conditions assessing the potential impacts of the various potential Projects along the corridor. Based on the traffic analysis results recommendations for improvements were identified including three (3) potential improvement scenarios along with associated conceptual roadway improvement plans and cost estimates. Facilitated discussions with the Village to select a preferred alternative and identified strategies for implementation amongst various stakeholders. Also assisted the Village of Chestnut Ridge on coordination with the Rockland County Highway Department and New York State Thruway Authority related to permitting requirements for the recommended improvements.

Quiet Cove Park Phase 4

Poughkeepsie, Dutchess County, NY

Colliers Engineering & Design initially prepared the entrance sketch to the park in 2018 and were subsequently awarded the design of the Phase 4 improvements project. Mr. D'Andrea was the Project Manager for this project, which included development of three key features: A new vehicle entrance at NYS Route 9 that consolidated the previously separated entrance and exit driveways aligning opposite the new Hudson Heritage signalized intersection and featuring a signature monument donated to the County; Reconfiguration of the internal circulation roads to improve the ride surface, improve storm water drainage features, and provide for improved parking areas within the park east of the CSX railroad line; and Development of pedestrian/bicycle paths that connect the new entrance at NYS Route 9 to the riverfront portion of the park. Park accommodations included a public transit bus stop, secure bicycle storage/parking, benches and other amenities as well as wayfinding signage.

Amy's Kitchen/Science of the Soul

Village of Goshen, Orange County, NY

Project Manager responsible for preparation of traffic projections, capacity analysis, and intersection evaluation for traffic impact studies as part of the SEQRA process. Responsible for compilation of detailed analysis and simulations for this manufacturing warehouse and religious retreat facility. Prepared detailed design plans for offsite roadway improvements along NYS Route 17M including development of traffic signal plans for issuance of NYSDOT Highway Work Permits. Coordinated all permitting with Client, Contractors and NYSDOT for offsite improvements including Route 17M intersection improvements and utility installations. Prepared bid documents for Contractor bidding of offsite improvement project as well as onsite bridge construction project. Reviewed all Contractor bids, conducted interviews with short listed Contractors and assisted in Contractor selection.

Lakeville and Salisbury Village Planning Studies

Town of Salisbury, CT

Assistant Project Manager responsible for all Traffic & Parking data collection, analysis and recommendations related to capital improvements, zoning code and enforcement changes, and branding of commercial centers to facilitate future growth of the two village areas in a cohesive manner. This project included a robust community engagement program including shareholder interviews, focus groups and a design charrette with over 90 participants in attendance. A key challenge of this project was identifying vehicular, pedestrian and bicycle enhancements in the Village while still maintaining truck access through the Village, which are centered on two state highways and designated truck routes.

Southern Connecticut Wellness & Healing (Rise Marijuana Dispensary)

Town of Orange, CT

Project Manager responsible for preparation of Traffic & Parking Report for Municipal Approvals. Project included data collection, traffic projections, capacity analysis and intersection evaluation for traffic impacts related to the conversion of a former bank building to cannabis dispensary with a drive-through. Project Testimony to various Town Boards and Commissions as part of approvals

was also provided, which included significant opposition from surrounding neighborhood residents due to location of dispensary. Municipal approvals were successfully obtained.

Maple Fields

Residential Development, Wallkill, Orange Co., NY

Prepared a complete traffic impact study for the approximately 200-unit residential development. The traffic study included the collection of data and analysis of 15 intersections in the area of the site. Completed capacity analysis using Synchro software and made recommendations for improvements based on the analysis. Coordinated traffic study for inclusion in the environmental impact statement. Prepared preliminary design layout for proposed roundabout recommended as an improvement to accommodate project generated traffic.

Crystal Run Healthcare, Medical Office Support Facility

Rykowski Lane, Town of Wallkill, Orange County, NY

Prepared a complete traffic study for the 150,000 SF Crystal Run Healthcare office support facility located on Rykowski Lane in the Town of Wallkill, New York. The traffic study included the collection of data for area intersections, estimates of proposed trip generation and analysis of post development conditions. Developed several improvement scenarios including conceptual design of geometry improvements and sight distance improvements. Also conducted signal warrant analysis for main access intersections to Rykowski Lane.

U.S. Route 1, Roadway Diet Program

City of Rye, Westchester County, NY

Preparation of design documents including pavement marking alterations, raised and flush median installation and signing inventory and evaluation for upgrade of an approximately two-mile section of U.S. Route 1. Preparation of Synchro analysis for signalized intersections to determine new signal timings to accommodate the diet.

Patterson Multimodal, NYS Route 311

Town of Patterson, Putnam County, NY

Contributed to the design of roadway improvements including the widening of an approximately ¼ mile stretch of NYS Route 311 at the Interstate 84 interchange to provide left turn lanes at the two I-84 ramp intersections. Also provided detailed designs for two new traffic signals at the Interstate 84 ramp intersections. Developed detailed cost estimates for the proposed improvements which were then incorporated into contract bid documents. Coordinated response to contractor's requests for information during the bid process.

Arthursburg Commons/Dunkin Donuts

NYS Route 82, Town of Lagrange, Dutchess County, NY

Prepared a complete traffic study for the proposed Dunkin Donuts facility including collection of traffic data, estimates of trip generation and analysis of area intersections impacted by the project traffic. Developed several different access scenarios using the existing access driveways to the Arthursburg Commons shopping center. Performed signal warrant analysis for the main access

intersection to determine need for a future traffic signal. Developed conceptual layout of improvements to NYS Route 82 to provide a left turn lane at the main site access intersection. Prepared detailed design documents for the left turn lane improvement as well as the signal to be constructed at the site access intersection. Coordinated improvements with NYSDOT to obtain a Highway Work Permit. Also used AutoTurn to analyze ability of delivery vehicles to circulate within the site.

Mohegan Lake Motors, Dealership

U.S. Route 6 (E. Main Street), Town of Yorktown, Westchester County, NY

Prepared a complete traffic study for the proposed dealership facility including collection of traffic data, estimates of trip generation and analysis of area intersections impacted by the project traffic. Developed conceptual layout of improvement alternatives to U.S. Route 6. Prepared detailed design documents for the access driveway including a small section of widening and installation of sidewalk along the site frontage. Coordinated improvements with NYSDOT to obtain a Highway Work Permit.

Rivertowns Square SEQRA Review, Mixed Use Development

Village of Dobbs Ferry, Westchester County, NY

Conducted detailed review of traffic reports and analysis as consultant to the Village Board for the mixed use development project that consists of approximately 200 residential units, approximately 200,000 SF of commercial space including, a movie theater and an approximately 100 unit hotel. Worked closely with the Applicants consultants to develop the Final Environmental Impact Statement and the Findings Statement. Developed several alternatives for improvement scenarios and conceptual improvement plans for roadways within the Village impacted by the project including in residential neighborhoods nearby the development.

Summerfield Gardens SEQRA Review, Residential/Retail Development

Town of Eastchester, Westchester County, NY

Conducted detailed review of traffic reports and analysis as consultant to the Town Board for the mixed use development project that consists of approximately 100 age restricted (55 and older) residential units and approximately 3,600 SF of retail space.

Master Transportation Study Village of Port Chester

Port Chester, NY

Delivered a detailed Traffic and Transportation Evaluation, resulting in a strategic Master Transportation Study (MTS) identifying key areas for enhancement and providing detailed budget estimates.

Philip W. Gotthelf, EIT, ENV SP

Project Engineer | Transportation Planning

Education

B.S. Civil Engineering, Virginia Tech, 2019

M.S. Civil Engineering, Virginia Tech, 2020

Professional Certifications

Envision Sustainability Professional

Affiliations & Memberships

American Society of Civil Engineers

Institute of Transportation Engineers

Mr. Gotthelf is actively involved in multiple aspects of traffic and transportation engineering, including the preparation of various studies for different land use types such as warehouses, retail centers, residential subdivisions, office complexes, and mixed-use developments. His expertise includes traffic impact evaluations, capacity analyses, signal warrant analyses, parking utilization examinations, accident investigation, and justification reports. Additionally, he has experience with the development of preliminary and final roadway improvement and traffic signal plans, as well as conducting detailed cost estimates for such improvement projects.

Mr. Gotthelf has significant knowledge of traffic engineering and highway design software including AutoCAD Civil 3D, Synchro and HCS. He has experience with other related software programs such as ArcGIS. Additionally, Mr. Gotthelf holds a certification in the development of sustainable infrastructure solutions.

Key Projects

Ruge's Motors Service Center

Town of Rhinebeck, Dutchess County, NY

Provided engineering services for the design of an improved access for a proposed automotive service center. Primary challenges included rocky terrain, narrow wetland constraints and the accommodation of large car-carrier trailers along a State Highway. Tasks included the preparation of sight distance and vehicle turning template exhibits and detailed design plans.

West Side Circle Improvements

Village of Bronxville, Westchester County, NY

Provided engineering services for roadway operation improvements to the traffic circle connecting Pondfield Road, Palmer Avenue and Parkway Road in Bronxville. Services included the development of simulation models and preparation of roadway improvement plans. Interim roadway plans were developed to demonstrate design functionality utilizing temporary pavement markings and candlestick bollards.

Slate Hill Commerce Center

Town of Wawayanda, Orange County, NY

Provided traffic and transportation engineering services for a development comprising more than 1,000,000 square feet of warehouse. Developed traffic volume estimates and analyzed future roadway operations. Developed final designs for left and right turn lane construction and the installation of multiple traffic signals within the study area.

Dolsontown Road Improvements

Town of Wawayanda, Orange County, NY

Provided traffic and transportation engineering services along a roadway corridor growing rapidly with multiple light industrial developments. Completed a Generic Environmental Impact Statement for the corridor including traffic volume estimates and analysis of future roadway operations. Developed conceptual designs for roadway widening to accommodate a median turn lane and intersection capacity improvements at various locations within the study area.

Vassar College Parking Study

City of Poughkeepsie, Dutchess County, NY

Conducted an inventory of parking spaces across Vassar's 1000-acre campus and immediate off campus surroundings. Collected and summarized data on parking utilization over multiple days and analyzed available historical data.

Red Schoolhouse Road Corridor Study

Village of Chestnut Ridge, Rockland County, NY

Provided traffic and transportation engineering services to evaluate the impact of multiple proposed developments along the Red Schoolhouse Road corridor. Developed future traffic volume estimates and identified relative traffic contribution for cost sharing among developments. Created conceptual roadway improvement plans to mitigate existing and future traffic delays. Constructed simulation models for visualization of traffic conditions.

Main Street/Spring Street Intersection Improvements

Village of Ossining, Westchester County, NY

The intersection at Main Street & Spring Street was modified to improve pedestrian visibility and mobility while also installing a new traffic signal to improve vehicle flow. Due to the prominent location of the project, the furniture and materials were selected to match the historic style of adjacent buildings. Services provided on this project included the preparation of final design plans, materials section, cost estimates and visual renderings as well as design presentation to the Village Board and support for contractor inquires during construction.

Main Street Roundabout

Village of Tuckahoe, Westchester County, NY

Provided traffic and transportation engineering services to evaluate multiple alternatives for a roundabout design at the intersection of Main Street, Oak Avenue, Columbus Avenue and Depot

Square. Developed roadway concept plans to provide several alternatives for traffic flow patterns, parking configuration and accommodation for bus travel routes.

Maple Avenue Howard Drive/Park Lane Analysis

Town of Ramapo, Rockland County, NY

Provided traffic and transportation engineering services to evaluate the safety concerns and potential mitigation measures for an intersection with a significant history of accidents. Services included the preparation of accident rate analyses and comparison to New York State accident averages, analysis of existing traffic operations and preparation of preliminary traffic signal concepts to reduce accident hazards for motorists and pedestrians.

Joseph F. Muccin, P.E., PTOE

Associate | Assistant Project Manager | Traffic Planning

Education

M.S. Transportation
Engineering, New Jersey
Institute of Technology, 2019

B.S. Civil/Environmental
Engineering, Manhattan
College, 2016

Professional Registrations

Professional Engineer (PE)
New York

Professional Traffic
Operations Engineer (PTOE)

Professional Certifications

OSHA 10 Hr. Certification

Affiliations & Memberships

American Society of Civil
Engineers (ASCE)

Institute of Transportation
Engineers (ITE)

Mr. Muccin is a licensed professional engineer with experience in all aspects of traffic and transportation engineering, including the preparation of various studies for a variety of land use types including retail centers, residential subdivisions, hotels, office complexes, mixed use developments, etc. These studies include traffic impact evaluations, capacity analyses, signal warrant studies, parking utilization studies, and accident investigation studies. Mr. Muccin has also been responsible for the development of preliminary and final roadway improvement plans including traffic signal plans. Additionally, he is experienced in preparing detailed cost estimates for such improvement projects in addition to obtaining NYSDOT Highway Work Permits within the state Right-of-Way. Mr. Muccin also has experience in preparing Noise Impact Evaluations using the TNM 3.1 Noise Model software program.

Key Projects

LEGOLAND

Village of Goshen, Orange County, NY

As Project Engineer, contributed to traffic impact evaluations, including all traffic projections, capacity analysis, and identification of mitigation measures as part of the SEQRA review of this major regional entertainment attraction. Assisted with completing all traffic study documents for DEIS, FEIS, and Findings. Worked on access and off-site roadway improvement and traffic signal plans for obtaining New York State Department of Transportation Highway Work Permits. Assisted in preparing Design Report and related design plans for a new interchange for NYS Route 17/Future I-86, as well as with preparing detailed noise studies for SEQRA review.

Legacy Woods Residential Development

Town of New Windsor, Orange County, NY

As Project Engineer, contributed towards a detailed Traffic Impact Study for an approved 183-unit age-restricted residential development along the NYS Route 32 corridor. Assisted with completing all traffic study documents and developed a Highway Improvement Plan set identifying access and off-site roadway improvements to obtain a New York State Department of Transportation Work Permit.

RDM Warehouse

Town of Wallkill, Orange County, NY

As Project Engineer, developed a Highway Improvement Plan set identifying access and off-site improvements to obtain a New York State Department of Transportation Work Permit.

Dunkin'

Town of LaGrange, Dutchess County, NY

As Project Engineer, contributed towards a detailed Traffic Impact Study for new coffee/donut shop along the NYS Route 55 corridor. Assisted with completing all traffic study documents and developed a Highway Improvement Plan set identifying access and off-site roadway improvements to obtain a New York State Department of Transportation Work Permit. Additionally, attended Planning Board Meetings as the Traffic/Transportation Engineer representative in order to advance towards approval.

Hudson Heritage

Town of Poughkeepsie, Dutchess County, NY

As Project Engineer, contributed towards a detailed Traffic Impact Study for a proposed mixed-use re-development on the former Hudson River Psychiatric Center property. Assisted with completing all traffic study documents for DEIS, FEIS, and Findings. Developed a Highway Improvement Plan set identifying access and off-site roadway improvements to obtain a New York State Department of Transportation Work Permit.

Crossroads at Baldwin

Town of Somers, Westchester County, NY

Contributed towards a detailed Traffic Impact Study for a proposed mixed-use development consisting of approximately 12,000 SF of retail space; 12,000 SF of office space; 52 residential age-restricted units; and 12 family apartments in the Town of Somers. Prepared figures, tables, and Synchro analysis of the study area intersections.

United Hospital DEIS Review

Village of Port Chester, Westchester County, NY

Contributed towards the review of the Draft Environmental Impact Statement (DEIS) for the proposed United Hospital Redevelopment Project in Port Chester. Prepared a Synchro analysis and tables of the trouble spot study area intersections for comparison to the DEIS analysis.

Michael Amendola, IE

Assistant Project Manager | Traffic & Transportation

Education

B.S. Civil Engineering,
University of Delaware, 2015

Affiliations & Memberships

American Society of Civil
Engineers

Institute of Transportation
Engineers

Computer Skills

AutoCAD Civil 3D

Highway Capacity Software
(HCS)

Synchro/SIM Traffic

Trax Pro (Speed Studies &
Volume Studies)

AutoTURN

Mr. Amendola is actively involved in multiple aspects of traffic and transportation engineering, including the preparation of various studies for different land use types such as retail centers, residential subdivisions, hotels, office complexes, and mixed-use developments. His expertise includes traffic impact evaluations, capacity analyses, signal warrant analyses, parking utilization examinations, accident investigation, and justification reports. He has also been responsible for coordinating SEQRA reviews for multiple New York state municipalities. Additionally, he has experience with the development of preliminary and final roadway improvement and traffic signal plans, as well as conducting detailed cost estimates for such improvement projects.

Mr. Amendola has significant knowledge of traffic engineering and highway design software including AutoCAD Civil 3D, Synchro, HCS and AutoTURN. He has experience with other related software programs such as TSIS-Corsim, Transyt-7F and Microstation. In addition, he is responsible for the preparation of Priority Investigation Location (PIL) reports, when such preparation is directed by the state under the New York State Highway Safety Investigation (HIS) Program. His responsibilities include the collection and summarization of accident data for the identified PIL location, as well as the preparation of accident diagrams.

Key Projects

Jawonio Campus Redevelopment

New City, Rockland County, NY

Provided traffic engineering services for the Jawonio Campus Redevelopment. For nearly 70 years, Jawonio has served the region's special needs residents, but as its programs and services have grown, so has its needs for new facilities. This \$14 million redevelopment includes a 70,000 SF office/community center, three log cabins for summer camp programs, and site improvements such as parking and stormwater management facilities. Services included a traffic study to determine existing and anticipated traffic volume.

Orange Regional Medical Office Building, Access Reconstruction

Town of Wallkill, Orange County, NY

Responsibilities included preparation of design documents for reconstruction of the site access roadway including traffic signal design for the connection to the County Highway. The reconstruction was undertaken as part of a new 150,000 SF medical office building addition to the Orange Regional Medical Center Complex.

Kensington Road Improvements

Village of Bronxville, Westchester County, NY

Provided engineering services for roadway improvements to Kensington Road, between its intersection with Sagamore Road and Beechtree Lane in Bronxville. Services included the preparation of interim roadway improvement plans, including roundabout modification utilizing temporary pavement markings, candlestick bollards, and temporary signing as demonstration of functionality. Also prepared permanent roadway improvement plans including pavement widening, sidewalk replacement (paver-type), new curbing (stone-type), drainage structure modification, pavement marking/signing, and work zone traffic control plans.

Chappaqua Crossing

Town of New Castle, Westchester County, NY

Provided engineering services for the redevelopment of the former Reader's Digest site into a mixed-use development consisting of 500,000 SF of multi-tenant office space; 111 residential units; a 40,200 SF supermarket; a 40,000 SF health club; and an additional 40,000 SF of retail space. Tasks included performing a Traffic Impact Study, off-site roadway improvement plans (including development of separate left and right turns lanes, retaining wall design, traffic signal design, and work zone traffic control plans for intersection improvements), and roundabout design. The traffic study included the collection of data and an analysis (SYNCHRO) of 19 intersections. This study included a sight distance evaluation at the site driveways, an accident evaluation of the area roadways, and associated roadway improvements/mitigation measures.

Crystal Run Healthcare, Medical Office Support Facility

Town of Wallkill, Orange County, NY

Prepared a complete traffic study for the 150,000 SF Crystal Run Healthcare office support facility located on Rykowski Lane in the Town of Wallkill. The traffic study included the collection of data for area intersections, estimates of proposed trip generation, and analysis of post-development conditions. Developed several improvement scenarios including conceptual design of geometry improvements and sight distance improvements. Also conducted signal warrant analysis for main access intersections to Rykowski Lane.

Mount Vernon West

City of Mount Vernon, Westchester County, NY

Provided traffic and transportation engineering services for the proposed Mount Vernon West TOD Rezoning in the City of Mount Vernon. The proposed Mount Vernon West zoning is designed to reduce the number of vehicular trips that would occur relative to existing zoning and land use

conditions and will also facilitate changes in the existing transportation system, including provisions for bicycles, pedestrians, and mass transit, based on the project area's proximity to the MetroNorth Mount Vernon West station. A study involving transportation and parking analysis for multiple projects in the Mount Vernon West area was completed, making recommendations for improvements to a number of City streets and suggesting joint modifications to the Bronx River Parkway interchange.

C.R. 1 & 1A/Blooms Corners Road – Intersection Evaluation for Potential Signalization

Town of Warwick, Orange County, NY

Conducted field inspection to inventory the existing roadway geometrics, traffic control devices, and other roadway characteristics at the intersection of CR 1 and CR1A/Blooms Corners Road including information with respect to pavement markings, signing, and pavement conditions. Collected turning movement traffic volumes for each approach during typical peak hours. Compared collected data to other historical information and completed intersection capacity analysis using Synchro 8.0. Compared traffic volume and accident data from the New York State Department of Transportation (NYSDOT) to the traffic signal warrant criteria contained in the Manual on Uniform Traffic Control Devices (MUTCD) to determine whether signalization was warranted. Prepared a letter report outlining the tasks undertaken, the findings, and recommendations. Prepared design documents for the road widening and installation of traffic signal. Prepared detailed cost estimate for proposed roadway improvements and signal installation.

Nyack Hospital

Village of Nyack, Rockland County, NY

Provided traffic, parking, and access recommendations and site plan approval support for Nyack Hospital's plan to modify its Emergency Department and Medical Village and Infusion Center parking in conjunction with the proposed Emergency Department expansion and modifications. Due to the planned modifications to the Hospital patient procedures and anticipated reduction in Hospital stays, an increase in patient use of the Emergency Department, Medical Village, and Infusion Center was anticipated. Modifications to these areas for both vehicular and pedestrian access and internal circulation were identified to accommodate this anticipated increase.

Putnam County Savings Bank/Route 6 – Retail, Access Construction

Town of Carmel, Putnam County, NY

Responsibilities included preparation of design documents for construction of the site access roadway including traffic signal design for the connection to U.S. Route 6. The construction of the site access was undertaken as part of a new 2,565 SF drive-through bank with 6,000 SF of retail.

Somers Crossing, Access Construction

Town of Somers, Westchester County, NY

Responsibilities included preparation of design documents for construction of the commercial site access roadway including the redesign of the traffic signal for the new access approach to U.S. Route 202 along with a restriping of a left turn lane. In addition, design documents for a residential

development via a new unsignalized driveway connection to NYS Route 100 were prepared. The construction of the site access was undertaken as part of a new 19,000 SF grocery store and a 65-unit residential development. Detailed cost estimate for the roadway improvements as well as the traffic signal modification were completed.

Westchester Country Club Traffic Calming Measures

Town/Village of Harrison, Westchester County, NY

Reviewed existing traffic and speed data for the existing Park Drive North and Park Drive South roadways. Identified locations where various traffic management techniques could be implemented. Prepared conceptual design plans for traffic management techniques including restriping of roadway, speed humps, signage, medians and roundabouts.

White Plains Hospital Davis Avenue Parking Lot Concepts

City of White Plains, Westchester County, NY

Responsibilities included preparation of conceptual design documents for the construction of a parking lot on the corner of Davis Avenue and Maple Avenue in White Plains. Conceptual designs included restriping of an existing lot with added connection to roadway and adjacent lot as well as a two-level parking garage.

Pleasantville Traffic Calming

Village of Pleasantville, Westchester County, NY

Conducted site investigations for traffic calming measures location placement. Prepared Traffic Calming Implementation plan to include layout, pavement markings, signing, and details of proposed measures. Traffic calming measures included installation of speed humps and bollard and chains.

Moleston Firehouse Signal Design

Town of Ramapo, Rockland County, NY

Prepared design documents for the installation of a traffic signal at the access points to the proposed firehouse to control traffic along Route 45 in Spring Valley. Signal designed in accordance with NYSDOT standard specifications and details.



Donald P. Schel, PLS

Principal | Regional Manager | Survey

Mr. Schel is a Department Manager with over 22 years of surveying experience on a variety of project types including roadways, harbors, public works, and utilities, as well as recreation, healthcare, and education facilities. His experience includes expertise in right-of-way, boundary, transportation, control, utility, topographic, construction staking, photogrammetry, FEMA flood certifications, deformation, route and ALTA/NSPS Land Title surveys. Mr. Schel is also proficient in AutoCAD.

Education

BS Geography, State
University of New York at
Oneonta, 1996

Professional Registrations

Professional Land Surveyor
(PLS) New York

OSHA 10 Hr Safety Training

Affiliations & Memberships

Member, New York State
Association of Professional
Land Surveyors

Member, National Society of
Professional Surveyors

Mr. Schel's supervisory skills help him manage and schedule multiple field crews throughout a broad geographical region. His daily duties include coordination with internal and external clients, project proposals and estimating, scheduling daily field crew assignments, supervising office support staff, tracking project status, client outreach and QA/QC procedures. Mr. Schel has supervised large scale and complex projects with aggressive time constraints. He has supervised staff on complex construction projects, which included construction layout services for dams, wastewater treatment plants, bridges, water mains, sewer mains, and industrial facilities. He also supervised staff on large-scale boundary survey projects.

Key Projects

TRC Stillwater Battery Storage

Surveyor in charge of project execution and completion. Provided surveying and mapping services, which entailed a detailed boundary, topographic and ALTA/NSPS survey for a 5-acre parcel. Once the field work was complete, detailed research and computations were required to determine the boundary line locations along the adjoining properties. After the deeds were plotted and evidence analyzed, a detailed boundary survey map was completed as per requirements.

Flint Mine 100-Megawatt Solar Project

Surveyor in charge of project execution and completion. Provided surveying services, which entailed aerial photo control network and detailed boundary's, for 8 parcels, totaling 550 acres. Once the field work was complete, detailed research and computations were required to determine the boundary line locations along the adjoining properties. After the deeds were plotted and evidence analyzed, a detailed boundary survey map was completed as per requirements. The project was completed within 8 weeks.

Pipeline As-Built Survey - Confidential Utility Client

Brooklyn Borough, New York City, NY

Surveyor in charge of conducting an as-built survey of the installation of a 30-inch gas pipeline in Brooklyn. Multiple survey field crews are on-site daily to locate installed pipes, welds, fittings, utility interferences, and edge of trench ground shots. Our survey crews work directly with client supervisors and welding inspectors. All field data was processed and drafted to conform to client specifications. We also prepared updates to the as-built plan and profile, welding location log spreadsheet, and survey data text files daily.

Kew Gardens Phases 1 & 2 - Confidential Utility Client

Queens Borough, New York City, NY

Surveyor in charge of land survey services, including a ground-based topographic survey within the street right-of-way, to prepare pre-design mapping for a utility installation in the Kew Gardens neighborhood of Queens. Additional requirements included running horizontal and vertical survey control, locating all visible utilities and utility mark-outs, and performing sewer and storm structure investigations. Our surveyors also provided subsurface utility engineering services, including the investigation and mark-out of existing underground utilities. The project required research of all utilities, deeds, and right-of-way records within the project limits. Our survey technicians drafted the data in Civil3D to client-specific standards, and a Civil3D drawing was provided to the client as the final deliverable.

CSX Transportation, Inc. Rail Yard Survey

Town of Glassport, Alleghany County, PA

Surveyor in charge of project execution and completion. Provided surveying and mapping services, which entailed a detailed boundary survey for a 10-acre lease parcel in the rail yard. Once the field work was complete, detailed research and computations were required to determine the boundary line locations along the adjoining properties. After the deeds were plotted and evidence analyzed, a detailed boundary survey map was completed as per requirements. The project was completed within a two-week period.

CSX Transportation, Inc. Rail Line Boundary Survey

Town of Selkirk, Albany County, NY

Surveyor in charge of project execution and completion. Provided surveying and mapping services, which entailed a detailed right-of-way boundary survey for a strip of CSX railroad right-of-way. Once the field work was complete, detailed research and computations were required to determine the boundary line locations along adjoining properties. After the deeds were plotted and evidence analyzed, a detailed boundary survey map was completed as per requirements in order to physically delineate the CSX property for a construction project and fence installation. Survey monuments were set at all property corners and lath was set on line. The project was completed within a two-week period.

CSX Transportation, Inc. Rail Line Boundary Survey

Town of Coxsackie, Greene County, NY

Surveyor in charge of project execution and completion. Provided surveying and mapping services, which entailed a detailed right-of-way boundary survey for a strip of CSX railroad right-of-way. Once the field work was complete, detailed research and computations were required to determine the boundary line locations along adjoining properties. After the deeds were plotted and evidence analyzed, a detailed boundary survey map was completed as per requirements. Parcel maps for the subdivision were created to show properties that CSX wanted to acquire from the adjoining land owner. Subdivision plans were developed per CSX standards and presented to the local planning board for approval. Approval was obtained for subdivision. Survey monuments were set at all property corners and lath was set on line. The project was completed within a two-week period.

NYS Department of Transportation – D201501, Construction of Telford Hollow Road Bridge

Delhi Town, Delaware County, NY

Surveyor in charge of project execution and completion. Responsible for the establishment of a horizontal and vertical control network and a survey control plan. The survey control was used for the layout of bridge abutments, wing walls, piers, pedestals, and a guide rail. Additionally, the project required the installation of permanent survey control points and right-of-way monuments in accordance with New York State Department of Transportation specifications.

NYS Department of Transportation – D262459, Construction of Route 100 Road Bridge

Town of Mount Pleasant, Westchester County, NY

Surveyor in charge of project execution and completion. Responsible for the establishment of a horizontal and vertical control network and a survey control plan. The survey control was used for the layout of bridge abutments, wing walls, piers, pedestals, and a guide rail. Additionally, the project required the installation of permanent survey control points and right-of-way monuments in accordance with New York State Department of Transportation specifications.

A/C Transmission Line Survey and Construction Stakeout - Confidential Utility Client

Towns of Pleasant Valley, Lagrange, Wappinger & East Fishkill, Dutchess County, NY

Surveyor in charge of project execution and completion. The project consisted of the establishment of a traverse control network and location of extrinsic evidence for the retrace of 150 adjoining parcels to the existing Right-of-Way. Physical conditions of the 10.86-mile corridor were also located. The project required deed and public records research for approximately 200 parcels. At the completion of the field survey operations, a Right-of-Way strip map was completed, containing some 20 pages. Points were set along the entire corridor to monument ownership of the Client. Approximately 145 markers were set and identified with an iron pin with cap set. The project has led to reconstruction of the entire corridor. Responsibilities included providing State, County, and local permit drawings and applications, as well as flagging multiple elements of the stakeout drawings in a very tight timeline. Field staff members are field-fitting access roads and other elements, to ensure that all items conform to Department of Public Service standards for permit compliance.

G Transmission Line Survey - Confidential Utility Client

Dutchess County, NY

Surveyor in charge of project execution and completion. The project consisted of the establishment of a traverse control network and location of extrinsic evidence for the retrace of 150 adjoining parcels to the existing Right-of-Way. Physical conditions of the 8.2-mile corridor were also located. The project required deed and public records research for approximately 200 parcels. At the completion of the field survey operations, a Right-of-Way strip map was completed, containing some 20 pages. Points were set along the entire corridor to monument ownership of the Client. Approximately 145 markers were set and identified with an iron pin with cap set.

WH1 & WH2 Line Survey - Confidential Utility Client

Ulster County, NY

Surveyor in charge of project execution and completion. The project consisted of the establishment of a traverse control network and location of extrinsic evidence for the retrace of 175 adjoining parcels to the existing Right-of-Way. Physical conditions of the 9.01-mile corridor were also located. The project required deed and public records research for approximately 200 parcels. At the completion of the field survey operations, a Right-of-Way strip map was completed, containing some 30 pages. Points were set along the entire corridor to monument ownership of the Client. Approximately 175 markers were set and identified with an iron pin with cap set.

OR Line Survey - Confidential Utility Client

Ulster County, NY

Surveyor in charge of project execution and completion. The project consisted of the establishment of a traverse control network and location of extrinsic evidence for the retrace of 110 adjoining parcels to the existing Right-of-Way. Physical conditions of the four-mile corridor were also located. The project required deed and public records research for approximately 200 parcels. At the completion of the field survey operations, a Right-of-Way strip map was completed, containing some 15 pages. Points were set along the entire corridor to monument ownership of the Client. Approximately 90 markers were set and identified with an iron pin with cap set.

Williams Gas Pipeline - Constitution Pipeline

Various Locations, PA & NY

Licensed Land Surveyor supervising boundary determinations along the proposed Constitution Pipeline project route within New York State. The proposed pipeline consists of 30" natural gas transmission pipe extending 121 miles, beginning in Susquehanna County, PA and stretching to the Iroquois Gas Transmission and Tennessee Gas Pipeline systems in Schoharie County, NY. This major transmission pipeline project will connect abundant Appalachian natural gas supplies in northern Pennsylvania with major northeastern markets. Supervised boundary and topographic surveys along the proposed route and reviewed the final Right-of-Way Plans. Also responsible for QA/QC of final condemnation plans.

301 Line - Confidential Utility Client

Licensed land surveyor in charge of daily field and office operations for the retracement of a 30 mile electric transmission line. Responsibilities included field personnel daily assignments, office personnel assignments, deliverable QA/QC, and final boundary determinations.

NYS Department of Transportation - Construction of Old Ferry Road Bridge

Niskayuna Town, Schenectady County, NY

Survey Analyst responsible for the establishment of a horizontal/vertical control network, survey control plans and field personnel coordination. The survey control was used for the layout of bridge abutments, wing walls, piers, pedestals and a guide rail. Additionally, the project required the installation of permanent survey control points and right-of-way monuments in accordance with New York State Department of Transportation specifications.

AMTRAK AR Line Right of Way Survey

Albany, NY

This comprehensive right-of-way survey was executed for a critical section of AMTRAK's Northeast Corridor including the AR Line from MP169.9 to MP143. The project covered approximately 26.9 miles of railway, spanning from the west side of the Hudson River in Albany to Montgomery County, New York.

DP Montgomery LLC - Cube Smart

Montgomery, NY

Provided comprehensive surveying and engineering services during the development of Cube Smart's new self-storage facility on an eight-acre property along NY Route 17K. Conducted stake outs for all building foundations including one climate-controlled building and six self-storage warehouses.

Urban Land Projects

NYS Office of Parks, Recreation and Historic Preservation

Mount Riga, Taconic State Park

Town of North East, Dutchess County, NY

As Senior Survey Technician, provided surveying and mapping services, which entailed a detailed boundary survey for 600+-acres of wooded, mountainous, and rocky terrain running along the state boundary line between New York and Connecticut in the Town of Northeast. The survey utilized GPS technology to establish State Plane coordinates for the survey and required traversing through some 30,000 LF of mountainous country. Once the field work was complete, detailed research and computations were required to determine the boundary line locations along some ten plus adjoining properties. After the deeds were plotted and evidence analyzed, a detailed boundary survey map was completed as per requirements.

NYSOPRHP – Odyssey Farm Lands

Copake Town, Columbia County, NY

As Survey Technician, project involved surveying several adjoining privately owned parcels and retracement of over 5,000 LF of abandoned railroad right-of-way including extensive woods and mountainous boundary line surveying. Supervised two field crews and a draftsman throughout the project. Provided all final boundary deliverables including maps, records and final reports to client.

NYS Office of Parks, Recreation & Historic Preservation - Mt. Beacon

City of Beacon, Dutchess County, NY

As Senior Survey Technician, provided boundary survey and mapping services for a 700-acre site in the City of Beacon, Dutchess County that was acquired by the People of the State of New York for parks and recreation. The site will be assumed by the NYSOPRHP and therefore must adhere to the standards and procedures of the State Parks Department. This survey involved several adjoining privately owned parcels, including extensive woods and mountainous boundary line surveying. This survey involved setting monuments and boundary line markers to define the boundary for future use by the NYS Parks Department. Senior Survey Technician responsible of day to day coordination of multiple field crews, office staff and final survey report preparation.

Multi-Unit/ Family Residential Projects

Sheldon Hills Residential Development

Town of Halfmoon, Saratoga County, NY

Senior Survey Technician Provided services for this single-family/multi-family subdivision consisting of more than 300 lots. Services included construction support, survey stakeout, foundation location, final survey, and other utilities.

Walden Field Planned Residential Development

Town of Bethlehem, Albany County, NY

As Senior Survey Technician, provided services for this townhouse subdivision consisting of 132 units geared mainly toward senior living. Services included construction support, survey stakeout, foundation location, final survey, and other utilities.

Healthcare Projects

Long Island Jewish Hospital Mapping

New Hyde Park, NY

Field Party Chief responsible for the required use of aerial mapping, ground control surveys, field edits, utility edits, and locations of all underground utility lines using toned out locations for underground position and type. All information was placed into a digital database utilizing AutoCAD 2000. The information was used to construct additional medical facilities on site. Mapping scale was 1"=40' with a contour interval of 1'.

Dams & Levees Projects

NYC Department of Environmental Protection Construction of Gilboa Dam Site

Town of Gilboa, Schoharie County, NY

Survey Analyst responsible for land survey services in support for construction of Gilboa Dam. Tasks included the establishment of vertical/horizontal survey control, the preparation of a survey control plan and the layout of multiple roadways. In addition, staking was provided for numerous structures for the project including culverts, bridge abutments, wing walls, piers, pedestals and a guide rail. Other tasks included in this project are the preparation of as-built surveys denoting the final location of the aforementioned structures, light poles, and other topographic data.

Roadway Projects

Kiryas Joel Park and Ride Lot

Village of Kiryas Joel, Town of Monroe, Orange County, NY

Senior Survey Technician responsible for this boundary and topographic survey of an old road bed and adjoining properties in the Village of Kiryas Joel. Existing boundary markers, boundary evidence, and evidence of occupation were all located as part of this phase of the field survey. A final map was prepared and submitted to the engineering staff as basis for a \$1 million project investigating the parking demand for the proposed park and ride lot and ultimately the preparation of final design plans for construction. The project is federally funded with FHWA Congestion Management for Air Quality (CMAQ) funds. New York State DOT will review and approve all project actions including the design approval document and required NEPA documentation in accordance with Locally Administered Federal-Aid Project Manual requirements.

Sports, Recreation & Leisure Projects

Rockland County Gaelic Athletic Association Clubhouse

Town of Orangetown, Rockland County, NY

Performed an as-built survey for the new 9,500 SF clubhouse and pavilion for the Rockland County Gaelic Athletic Association (GAA), located in Orangetown, NY. The Rockland GAA is the largest GAA outside of Europe and is entirely member driven as a not-for-profit organization.



Lucas Boyer, PLS

Principal Associate | Project Manager | Survey

Mr. Boyer is a Project Manager with more than 18 years of experience in the survey industry, with particular expertise in providing survey and scanning services for boundary surveys, residential subdivisions, construction stakeouts, and environmental projects, including Superfund sites and hazardous waste projects. He has provided survey services to a variety of public clients, including New York State agencies such as the Department of Transportation, Thruway Authority, Office of General Services, and Department of Environmental Conservation, along with various municipalities. He has extensive knowledge of New York State survey standards and procedures and is proficient in performing all field procedures required to successfully complete any survey project.

Education

B.S. Surveying Engineering Technology, State University of New York at Alfred, 2006

Professional Registrations

Professional Land Surveyor (PLS) New York

Professional Certifications

OSHA 40 Hr HAZWOPER Training

MSHA Part 46 Miner Training

OSHA 30 Hr & 10 Hr Construction Safety

Affiliations & Memberships

New York State Association of Professional Land Surveyors

Eastern New York Society of Land Surveyors

As Project Manager, Mr. Boyer's responsibilities include coordination of projects from proposals to completion; meeting with clients and governing bodies to gather data; review of all project materials including deed research, utility mapping, or other any other required documentation; execution of field work and mapping; maintaining budgets, scheduling, project coordination, and billing; and managing and scheduling the activities of field crews.

Key Projects

Building 12 Deaerator Clearance Scan

Multiple Locations in Upstate New York

Provided professional land surveying services for a confidential client to scan and model the existing interior of a boiler room to ensure proper fit of a new deaerator. Duties included performing four scans of the interior space, compiling the data, and creating a Revit model. The Revit model displayed interior features including walls, floor, piping, and equipment. Also responsible for generating point cloud data and Trueviews for the client. The major challenge presented by this project was the difficulty in obtaining proper coverage of the project area, which was limited by piping, machinery, and the general room layout. The client intends to use the Revit model to confirm that the proposed equipment will fit within existing conditions.

Stratton VA Hospital

Albany, Albany County, NY

Provided professional land surveying services for Sigma Psi provided existing condition survey and underground utility location by means of laser scanning and subsurface utility investigation using GPR.

University of Delaware

Newark, New Castle County, DE

Provided laser scanner services for confirmation of building footprints, room and building square footages, and update out of tolerance building footprints. Project consisted of approximately five million SF that was scanned using our GeoSLAM Revo hand scanner and provided updated base mapping in AutoCAD format.

La Mina and Big Tree Trail Scan

El Yunque National Forest, Puerto Rico

Provided laser scanner services for approximately 1.5 miles of trail through the El Yunque National Forest and provided a registered point cloud to consultant for mapping and design of improvements of La Mina and Big Tree Trails.

Brooklyn College Cupola

Brooklyn College, Kings County, New York

Provided professional land surveying services to scan and model the existing interior and exterior of the cupola to create construction documents. Duties included performing multiple scans of the interior and exterior space, compiling the data, and creating a Revit model. The Revit model displayed interior features including walls, floor, piping, mechanical elements, glazing, and turret.

Solar Field Experience

Solar Farms- Cooper Aerial

Rosier, Burke County, GA; Cedar Crossings, GA; Hawkinsville, Pulaski County, GA; Huber, GA; Fort Mitchell, Russell County, AL; Hamburg, Perry County, AL; Goodman, Coffee County, AL; Two Egg,

Jackson County, FL; Fort White, Columbia County, FL

Project Manager responsible for the execution of setting and locating approximately 120 aerial LiDAR targets using GPS methods for the use of building topography surveys for the development of solar farms across six different states in the southeast. Provided processed final control values of aerial targets in State Plane coordinate systems.

Currituck Solar Farm - Cooper Aerial

Town of Currituck, Currituck County, NC

Project Manager responsible for the execution of setting and locating approximately 30 aerial photography targets using GPS methods for the use of building topography surveys for the development of solar farms across six different states in the southeast. Provided processed final control values of aerial targets in State Plane coordinate systems. Colliers Engineering & Design verified aerial photography topographic surface, created a report and signed digital AutoCAD file.

Peru Solar Field – CS Energy

Peru, Berkshire County, MA

Project Manager responsible for the execution of construction stakeout of the Peru Solar Field. Project consisted of tying into existing monumentation, setting of site control for other trades to use, layout of clearing limits, silt fences, permeant fencing, roadways, etc. Colliers Engineering & Design has performed final as built with the use of UAV as well as locating inverts, gate openings, and aerial targets.

Greenport Solar Field – CS Energy

Town of Greenport, Suffolk County, NY

Project Manager responsible for the execution of construction stakeout of the Greenport Solar Field. Project consisted of tying into existing monumentation, setting of site control for other trades to use, layout of clearing limits, wetlands, silt fences, permeant fencing, roadways, solar arrays, etc. Colliers Engineering & Design has performed final as built with the use of UAV as well as locating inverts, gate openings, and aerial targets.

Daum Solar Field, Pasto Solar Field, Conti Solar

Central New York

Project Manager responsible for the execution of construction stakeout of the Daum and Pasto Solar Fields. Project consisted of tying into existing monumentation, layout of clearing limits, wetlands, silt fences, permeant fencing, roadways, solar arrays, etc. Colliers Engineering & Design performed topographic and tree height surveys. Colliers Engineering & Design has performed final as built to show all newly construction site features.

Utility Experience

Union Street – Confidential Utility Client

Brooklyn, Kings County, NY

Provided updated base mapping to Client, including cross section topography and spot elevations, rim elevations of utility structures and utility locations per paint marks located from field work.

Gramatan Drive – Confidential Utility Client

City of Yonkers, Westchester County, NY

Plotted provided deeds and placed over aerial photography. Provided Client an exhibit for their reference of approximate location of the provided deeds.

Brownsville Substation and Cherry St. Substation – Confidential Utility Client

Brooklyn, Kings County, NY

For both projects, provided an as-built of existing conditions, and created stake out to layout transformers and beams. After stakeout was completed, prepared a field sketch for Client's use to set transformers and beams.

Livingston – Confidential Utility Client

Brooklyn, Kings County, NY

Set monitoring points and located them weekly. Provided Client an updated CAD file and excel table showing the deviation from original observed control values.

Gowanus Layout – Confidential Utility Client

Brooklyn, Kings County, NY

Tied into existing control points provided by Client and laid out the property line with offsets.

Astoria Pile Layout – Confidential Utility Client

Queens, Queens County, NY

Tied into existing site features and laid out piles as directed by Client. After completing pile layout, provided Client with a field sketch of site features and staked out points.

Railroad Experience

CSX Rail

Rocky Mount, Edgecombe/ Nash Counties, NC

Performed a topographic and Right of Way survey of approximately 10 miles for railroad corridor and 500 acres of land, including but not limited to, existing track, top of rails, centerline of tracks, bridges, adjacent roadways, existing grades at crossings, culvert heads locations and inverts. Work was performed by aerial LiDAR/photography in conjunction with ground survey. Performed ALTA surveys of the surrounding properties.

CSX Rail

LaVergne, Rutherford County, TN

Performed a topographic survey of approximately four miles for railroad corridor, including but not limited to, existing track, top of rails, centerline of tracks, bridges, adjacent roadways, existing grades at crossings, culvert heads locations and inverts. Work was performed by aerial LiDAR/photography in conjunction with ground survey.

CSX Rail

Hanceville, Cullman County, AL

Performed a topographic survey of approximately two miles for railroad corridor including but not limited to existing track, top of rails, centerline of tracks, bridges, adjacent roadways, existing grades at crossings, culvert heads locations and inverts. Work was performed by aerial LiDAR/photography in conjunction with ground survey.

CSX Rail

LaGrange, Troup County, GA

Performed a topographic survey of approximately seven miles for railroad corridor including but not limited to existing track, top of rails, centerline of tracks, bridges, adjacent roadways, existing grades at crossings, culvert heads locations and inverts. Work was performed by aerial LiDAR/photography in conjunction with ground survey.

DOT Surveys

PP-5 Willow Vale Road

Town of Pine Plains, Dutchess County, NY

Project Manager responsible for execution of kickoff meeting, data collection, base mapping, right of way and Acquisition maps associated with the replacement of Willow Vale Road Bridge in the Town of Pine Plains, NY. Provided direction on performance of primary and secondary horizontal and vertical project control and the collection of survey and mapping data, including ground surveying and establishment of existing highway boundary. Provided Quality Control and quality assurance to final deliverables.

Stop 13 Road

Town of West Sand Lake, Rensselaer County, NY

Project Manager responsible for execution of kickoff meeting, data collection, base mapping, and right of way associated with the replacement of Stop 13 Bridge in the Town of West Sand Lake, NY. Provided direction on performance of primary and secondary horizontal and vertical project control and the collection of survey and mapping data, including ground surveying and establishment of existing highway boundary. Provided Quality Control and quality assurance to final deliverables.

Mill Road Bridge in Region-8

Rhinebeck, Dutchess County, NY

Project Manager responsible for execution of kickoff meeting, data collection, base mapping, and right of way associated with the replacement of Mill Road Bridge in the Town of Rhinebeck, NY. Provided direction on performance of primary and secondary horizontal and vertical project control and the collection of survey and mapping data, including ground surveying and establishment of existing highway boundary. Provided Quality Control and quality assurance to final deliverables.

Route 306 Ramapo

Town of Ramapo, Rockland County, NY

Project Manager responsible for execution of kickoff meeting, data collection, base mapping, right of way and Acquisition maps associated with the sidewalk and road improvements in the Town of Ramapo, NY. Provided direction on performance of primary and secondary horizontal and vertical project control and the collection of survey and mapping data, including ground surveying and establishment of existing highway boundary. Provided Quality Control and quality assurance to final deliverables.

Myers Corners Road

Town of Wappinger Falls, Dutchess County, NY

Project Manager responsible for execution of kickoff meeting, data collection, base mapping, right of way and Acquisition maps associated with the sidewalk and road improvements in the Town of Wappinger Falls, NY. Provided direction on performance of primary and secondary horizontal and vertical project control and the collection of survey and mapping data, including ground surveying and establishment of existing highway boundary. Provided Quality Control and quality assurance to final deliverables.

Route 32 & Route 9W

Town of Saugerties, Ulster County, NY

Project Manager responsible for execution of kickoff meeting, data collection, base mapping, and right of way associated with the sidewalk improvement in the Town of Saugerties, NY. Provided direction on performance of primary and secondary horizontal and vertical project control and the collection of survey and mapping data, including ground surveying and establishment of existing highway boundary. Provided Quality Control and quality assurance to final deliverables.

Morningthorpe Avenue Bridge Replacement

Village of Brewster, Putnam County, NY

Project Manager responsible for execution of kickoff meeting, data collection, base mapping, and right of way associated with the replacement of Morningthorpe Avenue Bridge in the Town of Brewster, NY. Provided direction on performance of primary and secondary horizontal and vertical project control and the collection of survey and mapping data, including ground surveying and establishment of existing highway boundary. Provided Quality Control and quality assurance to final deliverables.

Major Deegan Expressway, Rehabilitation of 11 Bridges

New York, NY

Responsible for survey and mapping activities associated with the rehabilitation of 11 bridges on the Major Deegan Expressway. Provided primary and secondary horizontal and vertical project control along with photogrammetric ground control utilizing GPS. Extraction of scan data for pavement edges, curbing, utility poles, lights, walkways, pavement areas, landscaped areas, fences, and guiderails. Also located all visible evidence of surface and underground utilities.

Reconstruction of the Brooklyn-Queens Expressway (BQE)

New York, Kings County, NY

Instrument Person and survey technician responsible for collection of field data during the reconstruction of the 1.5-mile section of the BQE in Kings County, which included 21 bridges, and the unique triple cantilever section. Responsibilities included high-definition laser scanning, general survey, pavement evaluation and utility coordination.

Computer Skills

Bentley InRoads and Microstation
Land Desktop Development
Trimble Business Center
ArcGIS
Civil 3D
Leica GeoOffice



Katherine Blaustein

Construction Manager | Construction Engineering & Inspection

Ms. Blaustein has extensive experience in the development and construction of Civil Engineering projects which are broad in scope and complexity. With 22 years of experience in transportation-related infrastructure design, field inspection oversight including but not limited to construction materials & testing and overall project safety and quality control for commercial facilities and heavy highway construction projects. She has a strong background in NYSDOT, CFR, FRA, NYCDEC, NYCDEP regulations, and project management. Working on more than 35 projects and has managed over 15 projects. Project oversight encompasses locally administered federal aid projects with Metro North Railroad, Rail Coordination, local municipalities, NYS Parks, NYSTA, NYCDEP and NYSDEC, NYSOGS funds and specifications.

Daily responsibilities include oversight of all HWP inspectors ensuring all inspectors verify and understand of temporary traffic control set up; ensuring work is completed as per project specifications and NYSDOT standards and specifications; enforcing safety practices to meet government agency and company guidelines; reviewing and signing off on daily documentation of all inspection work; coordinating with contractors, design engineers, and local government agencies.

Education

AS, SUNY Orange, 2020

Certifications

NICET Certified Level IV

ACI Conc. Field Testing Tech. Grade I

Nuclear Testing Equipment

Concrete Batch Plant Inspection

Review of Concrete Mix Design and Use of Additives

NYSDEC Stormwater Certification

OSHA 10 hr. & OSHA 30 hr.

CSX Railroad Safety Trained

Key Projects

Fleischmann Pier/ Charles Point Park Reconstruction

City of Peekskill, Westchester County, NY

The Project consists of the demo of the existing pier and construction of a new timber pier ("Pier") with floating docks adjacent to Charles Point Park in the City of Peekskill. The Project also includes site improvements to Charles Point Park, such as a parking lot expansion, restroom, gazebo, path, stairs, sewer and water connections. In addition, Charles Point Park improvements will include an expanded parking lot, an ADA pathway to the pier and a restroom.

2023.08106606- Gasland, Dunkin Donuts

LaGrange, NY

This HWP included the widening of NYSDOT Rte. 55 to construct 125' left turn lane. The construction site access driveway which includes curbing and sidewalk Rte. 55, Work also includes 65 LF (+/-) of 2" HDPE DR-9 Water Service, 127 LF (+/-) schedule 80 Force main.

Healey Hyundai Inspection

Fishkill, Dutchess County, NY

This project includes saw cut widening of roadway with partial full reconstruction. Inspections of temporary paving and safety markings. Coordinating with utility companies and engineer to ensure specifications, standards, and regulations were met.

Ruge's Motors

Route 9G, Rhinebeck, NY

This highway improvement project was a highway improvement project in the town of Rhinebeck, located in Dutchess County. Project consisted of redevelopment of existing industrial park with improvements to the main driveway, existing guiderail. Roadway expansion was required adding a left turn lane and cropping out bedrock to improve sightline distance.

Amazon Highway Improvements & Curb Cuts

Route 9A, Hawthorne, Westchester, NY

This project consisted of the oversight and inspection of Rte. 9A major highway improvement to upgrade to drainage, additional turn lane, installation of signal system, reconstruction of bus stop. Upgrade in roadway signage.

Darlington Dam Upgrade

Bergen County, NJ

The Contract scope for this project is described as a rehabilitation to the existing structure known as Darlington Lake Dam by modifying the primary spillway, constructing an Articulated Concrete Block auxiliary spillway atop of the dam, and providing various other improvements required by and under the jurisdiction of NJDEP Dam Safety to update the current dam structure to withstand SDF (100-year storm event) under application Permit 1609- NJDEP Dam Safety. During the initial construction of this project upgrade the contractor breached the dam. As the project manager I coordinated with NJ DEP to determine corrective action, to ensure structural integrity & public safety was not compromised as Darlington Dam is classified as Significant Hazard Potential, Class II Dam.

Previous Experience

NYS DOT RDSA CONTRACT

Project Utility Engineer for the design oversight of regional design contracts as part of each project she provided coordination/ design insight for relocation of utilities is provided for highway design and structure, & regional permit projects.

Glens Falls Downtown Connector (PIN 1761.88)

City of Glens Falls, Warren County, NY

Project Coordinator for the construction oversight of design as part of this project is to provide pedestrian and bicycle connections between city streets and the existing Glens Falls Feeder Canal Trail. Responsible for ensuring inspection work is performed following NYSDOT Standard Specifications, MURK, and the MUTCD. Completion Date: June 2022-May 2023

CR 7 (Bay Road) over Halfway Creek (PIN 1761.23)

Town of Queensbury, Warren County, NY

Project Coordinator for this Federally funded bridge replacement project. The project involves the replacement of a multi-barrel culvert with a new pre-cast bridge structure. Responsibilities for this project include construction oversight, work zone traffic control, and complex utility coordination following NYSDOT Standard Specifications, MURK, and the MUTCD. Client: Warren County; Professional Services Completion Date: October 2022

Recreational Multi-Use Rail Trail, Lake Placid to Tupper Lake

Essex and Franklin Counties, NY

Assistant Project Manager (Design) - This project involves design and engineering for the conversion of an existing 34-mile section of railroad to multi-use trail for use by pedestrian, bicyclists, snow mobiles, and cross-country skiers. Client: New York State Office of General Services (OGS); Professional Services Completion Date: January 2021 – May 2022

Site Construction Manager – PIN 8761.67 Albany Post Road Bridge Replacement

Westchester County NY

Project Manager for furthering the implementation of Westchester Counties locally administered federal aid project, funded under the BRIDGE NY program, which consisted of the complete replacement of a concrete jack arch structure originally constructed in 1929 in Town of Cortland. The replacement bridge superstructure will consist of precast, prestressed concrete box beam units with a concrete deck. The substructures were concrete abutments and wingwalls supported on driven steel h-piles. The span length of the replacement bridge was increased to 70 feet to provide hydraulic improvements at the crossing. The vertical alignment of the bridge was modified slightly to provide improved sight distance on the east bridge approach. The bridge replacement will be completed utilizing staged construction, with a temporary single lane bridge located adjacent to the existing structure, in order to maintain two-way traffic on the bridge for the duration of construction. Project tasks included oversight of survey and temporary substructure alternative assessments, utility relocation coordination, and construction administration/inspection services (Cost 5M).

Site Construction Manager – Ashokan Rail Trail

Ulster County, NY

Responsible Manager of the project for furthering the implementation of Ulster County's trail system, the County utilized B&L's expertise to provide a feasibility study and design services for the Ashokan Rail Trail, which extends along an existing 11.5-mile railroad corridor from Basin Road in West Hurley, NY, to NY Route 28A in Boiceville, NY. The work involved a comprehensive engineering assessment of the corridor, supporting infrastructure conditions, needs and constraints, survey, environmental assessments, alternative development, long-term phased planning, and preparation of cost estimates. Final design for the trail was completed in 2017, and construction was completed in 2019.

Project Highlights:

- 11.5 miles of multi-use trail design
- Structural and hydraulic analysis of the damaged Boiceville railroad bridge/trestle (360 ft. long, 3 spans)
- Structural & hydraulic analysis for 12-foot-high Butternut Cove culvert (75 ft. RR truss bridge)
- Environmental Interpretation
- 500' long Wetland Boardwalk structure
- Multiple Wetland Mitigation designs

MTA – Metro-North (New York, NY), Site Construction Manager October 2015-2019

Construction Engineer- MNR Capital Projects experience gained - Harmon Phase V / Sandy Substation Project/ Sandy Hudson Line Rehabilitation- Phase 1. Directed and supervised building of capital construction projects. Overseen general construction with multiple contractors, HVAC, electrical, plumbing, and live coordination of rail traffic.

Local Project, Program Management and Miscellaneous Engineering Services

Putnam County, NY 2007 – 2015

Capital Construction Program Manager - Directed and supervised multiple heavy highway bridge and vertical construction projects simultaneously. General highway and bridge construction, facility construction, HVAC, electrical, DC traction electrical systems, plumbing, fire alarm, sprinkler systems, and new storm and sanitary sewage and gas connections.

- Performed civil and structural inspections. Inspected rebar and concrete placement, while monitoring the curing process. Inspected pile driving and recording blow counts. Supervised electrical installation and testing.
- Directed and supervised the demolition of bridge structures.
- Investigated emergencies at New York State DOT highway projects and recommended corrective actions.

- Developed project scopes, design initial project plan records, procure contractors to complete projects, procure rolling stock for contracts.
- Developed and completed grant applications for FEMA, GIGP, FTA.
- Manage and control project stock locations and verify material counts at each location.



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The Firm

Traffic Databank is a leading traffic data collection and analyses firm. A certified DBE and MBE, the firm is renowned for collecting quality diverse traffic data used in analyses and optimization of transportation systems including roadway networks, transit capacity, bike/pedestrian networks as well as interfaces between various modes including land, air, transit, and waterways. Data collection methodologies are proposed to clients to meet their data needs in the most cost effective and efficient manner. We lead the region in video technology data collection (Miovision) having more than 200 units which we deploy regularly across our primary service area which is the New York City Metropolitan Area where we have conducted several traffic surveys to document vehicular/transit/pedestrian characteristics and constraints as well as system operational characteristics for agencies and users. The firm has over 460 automatic traffic recorders and 12 GPS loggers for 24hr street traffic data collection and travel delay studies respectively. Traffic Databank also conducts preliminary engineering data useful in simulation including queue observations, field reconnaissance, signal timing, geometry/traffic control sketches and traffic behavior such as weaving and lane utilization. Focus is on accurately obtaining prevailing traffic, transit, pedestrian and overall travel characteristics along roadways and to facilitate confident existing conditions' modeling; the thrust for future conditions' analyses and decision making.

Incorporated in June 2006, the firm, an DBE certified by NJDOT & NYSURP and an MBE in NYC and NYS, has supported traffic and transportation engineering studies by conducting extensive traffic data collection, analyses and studies. Recent projects are listed on the following pages.

Our key staff has extensive experience in traffic and transit planning studies. There are motivated by our Technical Director, Victor Ochieng, PE, PhD (abd) and Operations Director Osman Barrie, PE, PTOE, PIP, who have more than 40 years hands-on traffic and transit planning experience as professional engineers. Mr. Ochieng also conducts technical reviews for traffic/transit engineering research for ITE and TRB, and has taught graduate traffic engineering courses and PE review courses in New York. Mr. Ochieng was the project manager for the Award Winning Madison Avenue Commuter Rail Corridor Study in Passaic County for NJTPA which developed a transit oriented redevelopment plan proximate to a planned transit rail station in Paterson. Mr. Barrie specializes in traffic and transportation systems' operation from data collection to modeling/analyzing complex networks.



Victor Ochieng, P.E.

Education

Ph. D., abd - Optimization of Transit Networks Systems, City University of New York
M.E. - Civil Engineering, CUNY, 1999; B.Sc. - Civil Engineering, University of Nairobi, 1990

Professional Affiliations

ITE, ASCE, TRB

Professional Licensing

Professional Engineer (New Jersey; 2007); Professional Engineer (Delaware; 2006)
Professional Engineer (Maryland; 2007); Professional Engineer (Kenya-UK; 1994)

Summary of Experience

As the Technical Director of Traffic Databank, LLC, Mr. Ochieng provides project management and traffic engineering expertise to this fast growing traffic and transit data collection, management and engineering organization. He has over 25 years of Transportation Engineering. Consulting experience included transportation system analyses, design and planning, to identify and enhance capacity for various modes as well as intermodal transportation for private and public clients in New York, New Jersey, Pennsylvania, and Maryland. Mr. Ochieng's in-depth knowledge of traffic/transit planning is the key to success of the firm to appropriately design and set up quality data collection. Mr. Ochieng also served as traffic engineering adjunct faculty at the City College of New York and taught PE review courses for transportation engineering at Polytechnic University, NY.

Key Project Experience

TRAFFIC DATABANK

Data Collection

Project Manager responsible for the planning and delivery of traffic and transit data for the following key projects (2016-2021):

- **HBKBQE Project as sub to Sam Schwartz Engineering, (August 2021 - November 2021) - Traffic Databank Fee \$297,776.00**

Traffic Databank collected video turning movement counts at 120 locations, video mainline bridge counts at 26 BQE/Gowanus locations, arterial/ramp/local automatic traffic recorder counts at 30 locations for the HBKBQE Study half in August and half in October 2021. Data was processed and QC applied before submission within 7 days of the completion of the fieldwork for each dataset. Additionally, data was formatted and uploaded to the NYCDOT TIMS database. The project was delivered within time and budget. Contacts: William Farrell, PE, Senior Transportation Engineer, Phone: 929.438.0431 Email: wfarrell@samschwartz.com

- **14th St Busway Project as sub to Sam Schwartz Engineering, (October 2019 - January 2020) - Traffic Databank Fee \$302,337.96**

Traffic Databank collected 36 location video turning movement counts, 42 location video pedestrian counts, 6 location video bike counts, and 26 location 9-day automatic traffic recorder counts, for the 14th St Busway projects. Appropriate permits were applied for and obtained within 4 days of NTP. The turning movement counts included classification of bus lane traffic, automobiles, bikes on roads and bikes on crosswalks, trucks and pedestrian counts. The data and videos were processed and submitted to the client within 7 days of completion of the fieldwork following QC of the data. The project was delivered



within time and budget. Contacts: Daniel Schack, AICP, Senior Associate & Director of Planning. Phone: 646-650-5904. Email: dschack@samschwartz.com

- **Binghamton Metropolitan Transportation Study (BMTS) Traffic Study (September 15-29, 2019) – Traffic Databank Fee \$61,140.00**

Traffic Databank conducted video 100 Turning Movement counts (TMC) and 100 Automatic Traffic Recorder (ATR) counts for BMTS in 2019 in Broome and Tioga Counties within 2 weeks as opposed to the 1 year permitted schedule. All our installations conformed to Engineering Bulletin 15-021 as set forth by NYSDOT and MUTCD Mobile Work Zone standards. As a courtesy (at no cost to the client), Traffic Databank provided BMTS preliminary data analyses parameters ready for capacity analyses in HCS, Synchro and other analyses: Peak Hour Traffic Volumes and flow diagrams for the AM and PM peaks; Peak Hour Factors (PHF); Heavy Vehicle Percentages (HV%), as well as percentages of cars, bicycles and buses and traffic volume distribution schematic during the TMC count period. Copies of videos were shared with the County to understand traffic behavior. Contact: John Sterbentz, PTP, Senior Transportation Analyst; Email: John.Sterbentz@BroomeCounty.US. Phone: 607-778-2443

- **BQX – Conducting data collection at 454 study locations in Brooklyn and Queens as part of the part the light rail study for NYCEDC including 236 intersections and 218 ATR locations in spring 2019. A total of 320 video cameras were installed to conduct the intersection turning movement and pedestrian counts on weekday and Saturday. Travel delay runs were done on 6 routes during the video counts using dash-cams. Data was summarized in spreadsheets and is being submitted to the team lead, VHB. Traffic Databank & VHB obtained the permits required for the data collection program. The project will be delivered within time and budget. Fee \$338,000.00**

- **NYSDOT, Short Counts Contract – 8 Regions 2014-2016 for New York State - Mobilizing within 7 days of NTP, Traffic Databank is conducting traffic data collection at more than 7,500 locations in 8 regions of the State of New York using Metro-Count Automatic Traffic Recorders. Data was collected weekly with installations mainly being on Sunday and Monday during the day (low volume rural roads). Appropriate NYSDOT Work Zone safety procedures were employed with each installation having at least 2 crew wearing safety vests and having a vehicle installed with beacon lights. Data was submitted in the required NYSDOT format each week. NYSDOT reviewed each data point based on data quality and the firm held a 98% Acceptance Rate. Any locations requiring reinstallation were appropriately planned with NYSDOT to be recounted within 2 weeks. Traffic Databank attended the NYSDOT Safety Annual Cooperative meeting annually during the duration of the project and coordinated with local jurisdictions prior to installation. Paper streets were communicated with NYSDOT and replacement locations were installed. There were no safety related incidents throughout the project. Invoices were prepared and submitted per NYSDOT requirements**

Fee \$981,000.00

Section 5

Required Documents &
Addendums

PROPOSAL

**Traffic Signal Design & Construction Inspection Services For
Project to Improve 2 Traffic Signals at Various Locations
Orangetown, New York.**

➤ **PROPOSAL TO BE SUPPLIED ON THIS PAGE ONLY AND IS NOT TO BE REVISED**

1. Design Phase, 2 Traffic Signals at Various Locations

RFP Items # 1 thru #8

\$ 46,300.00

(Fee Schedule to Also Be Attached)

forty-six thousand three hundred dollars

Written Dollar Amount for Design Phase

2. Construction Inspection Services and Related Activities RFP Item #9

(Fee Schedule for Hourly Rates and Daily Rates to Be Attached)

Philip J. Grealy, Ph.D., P.E., Geographic Discipline Leader
NAME & TITLE

12/2/2024
DATE


SIGNATURE

Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C.
COMPANY NAME

400 Columbus Avenue, Suite 180 E Valhalla, NY 10595
ADDRESS

914-984-4707
CONTACT TELEPHONE NUMBER

NON COLLUSIVE BIDDING CERTIFICATE

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

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

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

Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any bidder or to any competitor; and, No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (a), (1), (2), and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a), (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a bidder (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same price being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any bid made to any political subdivision of the State or any public department, agency or official thereof by a corporate bidder for work or service performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

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

DATED: 12/2/2024

BY: Philip J. Grealy, Ph.D., P.E.

FOR: Colliers Engineering & Design

**CONTRACT
THE TOWN OF ORANGETOWN
AND**

Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C.

**Traffic Signal Design & Construction Inspection Services For
Improvements to 2 Traffic Signals at Various Locations
Orangetown, New York.**

THIS CONTRACT made and entered into this ____ day of _____ 20____, by and between the TOWN OF ORANGETOWN with offices at 26 Orangeburg Road, Orangeburg, New York 10962 (hereinafter referred to as the “Owner”), and Colliers Engineering & Design with offices at 400 Columbus Avenue, Suite 180 E, Valhalla, NY 10595 Federal Identification Number 47-1527546, (hereinafter referred to as the “Contractor”).

WITNESSETH:

A contract having been awarded by the Owner to the Contractor for **Traffic Signal Design & Construction Inspection Services For Improvements to 2 Traffic Signals at Various Locations Orangetown, New York** in accordance with a certain Request for Proposals, dated **November 15, 2024**, expressly incorporated herein, and made part hereof, and in consideration of the promise, agreements and payments herein specified, the Contractor hereby agrees, at its own cost and expense, to perform all the work and furnish all the materials, equipment, supplies, tools and other accessories necessary to complete the Project, complete, in place, tested and ready for use, all in strict conformance with the Request For Proposal.

Contract Documents

Contract Documents, as used herein, include the Request for Proposals, Contractor’s Proposal, Non-Collusion Certificate, Scope of Services and Requirements:

Price and Terms of Payment

***IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ALL WORK IS INSPECTED BY THE TOWN SUPERINTENDENT OF HIGHWAYS, OR HIS DESIGNATED REPRESENTATIVE, BEFORE SUCH WORK IS VOUCHERED FOR PAYMENT.**

The Owner shall make periodic payments for work actually completed, in accordance with Town voucher and payment procedures.

Provided the work set forth on any invoice shall have been inspected and approved by the Town, and the invoice shall have been delivered in sufficient time, payment of the scheduled values of such work, shall be made following approval at the next regularly scheduled Town Board meeting.

Supporting Documentation

Supporting documentation, listed in the Scope of Services, for all work performed (i.e. Meeting Minutes, Surveys, Traffic Volume Counts, Design and Inspection Reports), during the term of contract and must be made available at the request of the Town.

Insurance and Indemnification Requirements

See Scope of services annexed hereto and make a part hereof.

The insurance requirements of this Contract are a material term, in default of which the Contractor shall be deemed in breach hereof.

Policy Against Discrimination and Harassment

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

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

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

This Agreement may be signed by facsimile or electronic signature and in counterparts, which signatures shall have the same force and effect as an original signature and which pages shall be incorporated herein as one document.

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

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

CONTRACTOR:

Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C.

Company Name: _____

Principal: Philip J. Grealy, Ph.D., P.E.

Signature: 

Business Address: 400 Columbus Avenue, Suite 180 E
Valhalla, NY

Telephone Number: 914-984-4707

Fax Number: _____

E-Mail: philip.grealy@collierseng.com

TOWN OF ORANGETOWN HIGHWAY DEPARTMENT:

James J. Dean
Superintendent of Highway

Date

Proof of Insurance

DESCRIPTIONS (Continued from Page 1)

Colliers Land Services, LLC
Colliers Architecture, Inc.
Colliers Engineering & Design CT, P.C.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/27/2024

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.

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.

PRODUCER: Ames & Gough, 859 Willard Street, Quincy, MA 02169. CONTACT NAME, PHONE (617) 328-6555, FAX (617) 328-6888, E-MAIL ADDRESS: boston@amesgough.com. INSURER(S) AFFORDING COVERAGE: Berkshire Hathaway Specialty Insurance Company (A++XV), NAIC # 22276.

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, Workers Compensation, and Professional Liab.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) All Coverages are in accordance with policy terms and conditions.

*NAMED INSUREDS INCLUDE: Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying CT P.C.; Colliers Engineering & Design/Maser Consulting Inc.; Colliers Land Services, LLC.; Colliers Architecture, Inc.; Colliers Engineering & Design CT, P.C.

Evidence of Insurance

CERTIFICATE HOLDER 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: Jared Maxwell



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

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
CED Architecture, Landscape Architecture, Surveying CT,PC
101 Crawford's Corner Road Suite 3400
Holmdel, NJ 07733
1b. Business Telephone Number of Insured
(732)-383-1950
1c. Federal Employer Identification Number of Insured or Social Security Number
47-1527546

2. Name and Address of Entity Requesting Proof of Coverage
(Being Listed as the Certificate Holder)
CED Architecture, Landscape Architecture, Surveying CT,PC
101 Crawford's Corner Road Suite 3400
Holmdel, NJ 07733
3a. Name of Insurance Carrier
The Guardian Life Insurance Company of America
3b. Policy Number of Entity Listed in Box 1a
00942757 - 0001
3c. Policy Effective Period
01/01/2024 to 01/01/2025

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 12-19-2023 By Mrs. [Signature]
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number 1-888-278-4542 Name and Title Michael Prestileo, Head of Group Benefits Strategy, Product & Underwriting

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 emailed to PAU@wcb.ny.gov or it can 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 4B, 4C or 5B have 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(Article 9 of the Workers' Compensation Law) with respect to all of their 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.



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Addendums

JAMES J. DEAN
Superintendent of Highways
Roadmaster IV

Orangetown Representative:

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



**HIGHWAY DEPARTMENT
TOWN OF ORANGETOWN**

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

Affiliations:

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

November 15, 2024

Dear Potential Bidder:

Enclosed please find an addendum to the Contract Documents for Traffic Signal Design & Construction Inspection Services For Project to Improve 2 Traffic Signals at Various Locations.

Please acknowledge receipt of this addendum by attaching it to the last page of the Contract Document. If you have any questions regarding this addendum, please contact me as soon as possible.

Very truly yours,

Stephen F. Munno
Senior Administrative Assistant

Kf
Enclosure



NOTICE OF REVISIONS IN CONTRACT DOCUMENTS

Traffic Signal Design & Construction Inspection Services For Project to Improve 2 Traffic Signals at Various Locations

Addendum #1

Dated: November 15, 2024

The information in this addendum supersedes any contradictory information set forth in the Contract Documents. Acknowledge receipt of this addendum by attaching this addendum to the last page of the Contract Document. Failure to attach this addendum to the last page of the Contract Document may subject the bidder to disqualification. This addendum forms a part of the Contract Documents.

Page 6- Traffic Signal Design - Remove Paragraph 4 and Replace with:

As part of the design process, the consultant shall review and analyze of road/right of way, geometric alignment.

JAMES J. DEAN
Superintendent of Highways
Roadmaster IV

Orangetown Representative:

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



**HIGHWAY DEPARTMENT
TOWN OF ORANGETOWN**

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

Affiliations:

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

November 21, 2024

Dear Potential Bidder:

Enclosed please find an addendum to the Contract Documents for Traffic Signal Design & Construction Inspection Services For Project to Improve 2 Traffic Signals at Various Locations.

Please acknowledge receipt of this addendum by attaching it to the last page of the Contract Document. If you have any questions regarding this addendum, please contact me as soon as possible.

Very truly yours,

Stephen F. Munno
Senior Administrative Assistant

Kf
Enclosure



NOTICE OF REVISIONS IN CONTRACT DOCUMENTS

Traffic Signal Design & Construction Inspection Services For Project to Improve 2 Traffic Signals at Various Locations

Addendum #2

Dated: November 21, 2024

The information in this addendum supersedes any contradictory information set forth in the Contract Documents. Acknowledge receipt of this addendum by attaching this addendum to the last page of the Contract Document. Failure to attach this addendum to the last page of the Contract Document may subject the bidder to disqualification. This addendum forms a part of the Contract Documents.

All Pages- Remove Footer and Replace with:

RFP-Traffic Signal Design and Construction Inspection Services
For Project to Improve Two Traffic Signals in Orangetown, New York

Page 2- Submission Details- Remove Paragraph 1 and Replace with:

A completed proposal shall be addressed to James J. Dean, Superintendent of Highways, Orangetown Highway Department, 119 Route 303, Orangeburg, NY 10962. All submissions shall be received **until 10:30 am, Tuesday, December 3, 2024**. Submissions received after this time will be returned to the sender. Proposals may also be submitted electronically via email to highwaydept@orangetown.com.

Page 6- Engineer's Estimate - Remove Paragraph 2 and Replace with:

It is the Town's discretion to bid the Improvement Project as deemed most beneficial to the Town. Traffic Signal component items for all two locations may be bid separately from Installation for two Traffic Signals.

JAMES J. DEAN
Superintendent of Highways
Roadmaster IV

Orangetown Representative:

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



**HIGHWAY DEPARTMENT
TOWN OF ORANGETOWN**

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

Affiliations:

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

November 21, 2024

Dear Potential Bidder:

Enclosed please find an addendum to the Contract Documents for Traffic Signal Design & Construction Inspection Services For Project to Improve 2 Traffic Signals at Various Locations.

Please acknowledge receipt of this addendum by attaching it to the last page of the Contract Document. If you have any questions regarding this addendum, please contact me as soon as possible.

Very truly yours,

Stephen F. Munno
Senior Administrative Assistant

Kf
Enclosure



NOTICE OF REVISIONS IN CONTRACT DOCUMENTS

Traffic Signal Design & Construction Inspection Services For Project to Improve 2 Traffic Signals at Various Locations

Addendum #3

Dated: November 21, 2024

The information in this addendum supersedes any contradictory information set forth in the Contract Documents. Acknowledge receipt of this addendum by attaching this addendum to the last page of the Contract Document. Failure to attach this addendum to the last page of the Contract Document may subject the bidder to disqualification. This addendum forms a part of the Contract Documents.

QUESTIONS RECEIVED AND RESPONSES

The following questions have been received regarding the Traffic Signal Design & Construction Inspection Services For Project to Improve 2 Traffic Signals at Various Locations and are answered in **bold**:

-
- 1. The RFP calls for traffic signal upgrades, is the intention to fully replace the existing signals at the two locations or to first evaluate the existing signal and determine the level of upgrade needed?*

Response: Yes.

- 2. Will upgrade of the existing pedestrian facilities to meet current ADA standards including curb ramps and signal infrastructure be included?*

Response: Yes.

- 3. Is the four month design schedule inclusive of the time to survey?*

Response: Yes.

- 4. Is it the Town's expectation that the survey services be based on prevailing wage rates?*

Response: Yes.

JAMES J. DEAN
Superintendent of Highways
Roadmaster IV

Orangetown Representative:

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



**HIGHWAY DEPARTMENT
TOWN OF ORANGETOWN**

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(845) 359-6500 • Fax (845) 359-6062
E-Mail – highwaydept@orangetown.com

Affiliations:

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

November 26, 2024

Dear Potential Bidder:

Enclosed please find an addendum to the Contract Documents for Traffic Signal Design & Construction Inspection Services For Project to Improve 2 Traffic Signals at Various Locations.

Please acknowledge receipt of this addendum by attaching it to the last page of the Contract Document. If you have any questions regarding this addendum, please contact me as soon as possible.

Very truly yours,

Stephen F. Munno
Senior Administrative Assistant

Kf
Enclosure



NOTICE OF REVISIONS IN CONTRACT DOCUMENTS

Traffic Signal Design & Construction Inspection Services For Project to Improve 2 Traffic Signals at Various Locations

Addendum #4

Dated: November 26, 2024

The information in this addendum supersedes any contradictory information set forth in the Contract Documents. Acknowledge receipt of this addendum by attaching this addendum to the last page of the Contract Document. Failure to attach this addendum to the last page of the Contract Document may subject the bidder to disqualification. This addendum forms a part of the Contract Documents.

QUESTIONS RECEIVED AND RESPONSES

The following questions have been received regarding the Traffic Signal Design & Construction Inspection Services For Project to Improve 2 Traffic Signals at Various Locations and are answered in **bold**:

-
1. *On addendum #3, item #1, the answer is “Yes.” Should we interpret that to mean, “Yes, these will be full signal replacements.”?*

Response: Yes, these will be full signal replacements.

2. *Is it your intention that we complete and submit the contract in the RFP package with our proposal, or is this only for reference until the project is awarded?*

Response: It is our intention for the consultant to complete and submit the contract upon project award.

3. *Is a certificate of insurance needed for the proposal submission or only required upon award?*

Response: Proof of General Liability Insurance and Workers’ Compensation Insurance must be submitted with the proposal. Project specific insurance certificates meeting the requirements listed in the contract documents shall be submitted upon award.

JAMES J. DEAN
Superintendent of Highways
Roadmaster IV

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




**HIGHWAY DEPARTMENT
TOWN OF ORANGETOWN**

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

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

INTEROFFICE MEMO

DATE: January 13, 2025
TO: Town Board
FROM: James J. Dean, Superintendent of Highways 
RE: Award Bid for One (1) 2026 Freightliner M2-106 Vac-All

Please place the following item on the January 28, 2025 Town Board Agenda:

RESOLVED, upon the recommendation of the Superintendent of Highways, award the bid for One (1) 2026 Freightliner M2-106 Vac-All to Diehl & Sons, Inc. DBA New York Freightliner, Richmond Hill, NY, the only bidder, at a cost of \$558,758.07 to be charged to H.5130.200.24.



Group 40500-23166, VEHICLES, Class 1-8

Form B (Chassis/Body): *Mini-Bid Response* (Item 1)

Revision Date: 10/17/23

See the "Instructions and Definitions" worksheet for general form instructions. The Contractor business name in Row 3 and Mini-Bid Request Number in Row 7 will automatically populate based on responses on the "Response Summary" worksheet. Use the drop-down menu to complete Question 1.1 in Row 8, and then complete the yellow-colored cells that appear in Parts A through D below. Failure to enter a response in a yellow-colored cell may result in rejection of your Mini-Bid response.

Contractor: Diehl & Sons, Inc DBA New York Freightliner

Part A: Mini-Bid Information

1.0	Mini-Bid Questions	Contractor Response
1.0	Mini-Bid Reference Number from Form A (Chassis/Body Combination): <i>Mini-Bid Request</i> (e.g. 15060001)	2026_FRM2106_VAAS13D
1.1	Item Number for this Mini-Bid	Item 1
1.2	Is the Mini-Bid for Vehicle(s) to be purchased or leased by the Authorized User? <i>[click on yellow box and use drop-down menu]</i>	Purchased
2.0 Vehicle Questions		
2.1	What type of Vehicles were requested in the Mini-Bid, and are being offered in this Mini-Bid Response? <i>[click on yellow box and use drop-down menu]</i> <i>(Note: Contractor input cells below will be black until this question is answered. The Contractor answer to this question will result in corresponding cells on this worksheet turning to yellow for Contractor input. A Complete Vehicle is defined as the Product that is the result of the Chassis and Body being joined together to form a Vehicle that is ready for use and requires no further manufacturing operations to perform its intended function.)</i>	Complete Vehicle (Contractor will provide a Vehicle that is ready for use and requires no further manufacturing operations to perform its intended function)
2.2	Is the Chassis, Body, or Complete Vehicle offered in this Mini-Bid Response to be Built to Specifications, Pre-Existing Inventory (i.e., off the lot), or a combination? <i>[click on yellow box and use drop-down menu]</i>	Built to Specifications
2.3	Can the Vehicles offered for the Mini-Bid be delivered by the delivery date specified? <i>[Note: A Mini-Bid response may be deemed non-responsive and be rejected if the Vehicles cannot be delivered by the delivery date specified]</i>	Yes
2.4	Does the Vehicle offered meet all Authorized User Specifications for the requested Vehicle? <i>[Note: See Form A (Chassis/Body): Mini-Bid Request and the "Additional Vehicle Specifications Document" included with the Mini-Bid Request, if applicable]</i>	Yes
2.5	Enter the estimated number of days after receipt of a Purchase Order, or other ordering document, that the delivery will be made.	720
2.6	Enter the Final Order Date for the Vehicles offered for the Mini-Bid (Enter "TBA" if the date has not been announced by the manufacturer, or "N/A" if there is no Final Order Date).	2/28/2025

Part B: Vehicle(s) Offered for Mini-Bid

[Enter the requested information for the Chassis and/or Body offered for the Mini-Bid in the yellow-colored boxes below]

1.0	Chassis Information	Contractor Response
1.1	Chassis Model Year	2026
1.2	Chassis Make (e.g., Ford, International, Freightliner)	FREIGHTLINER
1.3	Chassis Model (e.g., F450, DuraStar, M2-106)	M2-106 PLUS
1.4	Chassis Model Code (the OEM code used to identify a particular subset of a Model)	M2-106 PLUS
1.5	Chassis provider business name (i.e., Contractor or third-party).	Diehl & Sons, Inc DBA New York Freightliner
1.6	Chassis Aftermarket Components Provider(s): Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A".	
2.0 Body Information		

2.1	Body Model Year	2025
2.2	Body Make (e.g., Viking, Galion)	VACALL
2.3	Body Model (e.g., Proline, 450U)	AS-13D
2.4	Body Model Code (the OEM code used to identify a particular subset of a Model)	AS-13D
2.5	Body provider business name (i.e., Contractor or third-party).	Bahr Sales Inc
2.6	Body Aftermarket Components Provider(s): Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A".	

Part C: Additional Information

1.0	<p>If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".</p> <p>If awarded, please be advised due to NYS adopting CARB ACT regulations effective for vehicles produced after 1/1/2025 the following procedure to be followed and approved (Per NYSDEC)The New York State Department of Environmental Conservation (NYSDEC) has revised its limited enforcement discretion letter (attached) for the Advanced Clean Trucks (ACT) and Heavy-Duty Low NOx Omnibus (HD Omnibus) regulations. The applicability under the limited enforcement discretion</p>
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Part D: Vehicle Request Price Worksheets

Enter the requested pricing information for the Chassis and/or Body offered for the Mini-Bid in the yellow-colored boxes below in the "Chassis Price Worksheet," and "Body Price Worksheet". Complete the pricing worksheets for each type of Vehicle request as follows:

Complete Vehicle: If the Mini-Bid is for a Complete Vehicle in which the Chassis and Body are sold and marketed by different OEMs, complete both the "Chassis Price Worksheet" and "Body Price Worksheet" for the Vehicles offered.

Chassis Only: If the Mini-Bid is for a Chassis only, with no Body, complete the "Chassis Price Worksheet" for the Chassis offered. If the Authorized User is supplying the Body for a Complete Vehicle, then enter the NYS Contract Price for installation of the Body in the "NYS Aftermarket Components Price (Body)" field in the "Body Price Worksheet."

Body Only: If the Mini-Bid is for a Body only, with no Chassis, complete the "Body Price Worksheet" for the Body offered. If the Authorized User is supplying the Chassis for a Complete Vehicle, then include the NYS Contract Price for installation of the Body in the "NYS Aftermarket Components Price (Chassis)" field in the "Chassis Price Worksheet."

1.0	Chassis Price Worksheet	Price
1.1	NYS Base MSRP (Chassis)	\$138,938.00
1.2	NYS Discount (Chassis) [Type a number only (e.g., 5.5); Do not type a percentage sign (%) after the number; For 5.5% type 5.5, not 0.055].	18.02
1.3	NYS Base Price (Chassis) [Automatically calculated: NYS Base MSRP (Chassis) minus NYS Discount (Chassis)].	\$113,901.37
1.4	NYS Aftermarket Components Price (Chassis) [If there are no Aftermarket Components, leave blank]	
1.5	NYS Price For Vehicle (Chassis) [Automatically calculated: NYS Base Price (Chassis) plus the NYS Aftermarket Components Price (Chassis)].	\$113,901.37
1.6	Number of Vehicles (Chassis) [This quantity must match the Number of Chassis specified by the Authorized User in the Mini-Bid Request]	1
1.7	Total Price For Mini-Bid (Chassis) [Automatically calculated: the NYS Price For Vehicle (Chassis) multiplied by the Total number of Chassis].	\$113,901.37

2.0	Body Price Worksheet	Price
2.1	NYS Base Price (Body)	\$444,856.70
2.2	NYS Aftermarket Components Price (Body) [If there are no Aftermarket Components, leave blank]	
2.3	NYS Price For Vehicle (Body) [Automatically calculated: NYS Base Price (Body) plus the NYS Aftermarket Components Price (Body)].	\$444,856.70
2.4	Number of Vehicles (Body) [This quantity must match the Number of Bodies specified by the Authorized User in the Mini-Bid Request]	1
2.5	Total Price For Mini-Bid (Bodies) [Automatically calculated: the NYS Price For Vehicle (Body) multiplied by the Total number of Bodies].	\$444,856.70

3.0	Grand Total Price For Mini-Bid for Item	Price
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<p>Grand Total Price For Mini-Bid for Item <i>[Automatically calculated as the sum of the following]:</i> 1) Total Price for Mini-Bid (Chassis), if applicable; and 2) Total Price for Mini-Bid (Bodies), if applicable</p>	<p>\$558,758.07</p>
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BridgeNY Culvert Local Project Agreement

CONTRACT NO. _____

This Agreement is by and between:

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

and the **Town of Orangetown** (the "Municipality/Sponsor") with its office at **26 W Orangeburg Rd, Orangeburg, NY 10962**.

This Agreement identifies the party responsible for administration and establishes the method or provision for funding of applicable phases of a BridgeNY State aid project for the improvement or replacement of a culvert, not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement. The phases that are potentially the subject of this Agreement, as further enumerated, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; and Construction, Construction Supervision and/or Construction Inspection. The project shall be identified for the purposes of this Agreement as **PIN 8762.34, Mountainview Avenue over Sparkill Creek Culvert Replacement, Town of Orangetown, Rockland County** (as more specifically described in such Schedule A, the "Project").

WITNESSETH:

WHEREAS, project eligibility for the BridgeNY Program, and other State Aid Program funds is determined by NYSDOT; and

WHEREAS, under related authorizations, NYSDOT and the Municipality/Sponsor are desirous of progressing the Project under State Aid Programs; and

WHEREAS, under New York General Municipal Law § 99-r, the governing board of any municipal corporation may contract with NYSDOT for services and work including design and construction of the nature contemplated by the Project; and

WHEREAS, The Legislative Body of the Municipality/Sponsor by Resolution No. _____, adopted at meeting held on _____, approved the Project, and

WHEREAS, the Municipality/Sponsor has appropriated necessary funds in connection with any Municipal/Sponsor share identified in Schedule A; and

WHEREAS, the Municipality/Sponsor has further authorized the **Town Supervisor** of the Municipality/Sponsor to execute this Agreement and the applicable Schedule A on behalf of the Municipality/Sponsor and a copy of such Resolution(s) is attached to and made a part of this Agreement (where New York City is the Municipality/Sponsor, such resolution is not required).

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The Agreement consists of the following:

- Agreement Form - This document titled "BridgeNY Culvert Local Project Agreement";
- Schedule "A" - Description of Project Phase, Funding and Deposit Requirements.
- Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility.
- Appendix "A" - Standard Clauses for New York State Contracts.
- Appendix "A-1"- Supplemental Title VI Provisions (Civil Rights Act).
- Appendix "B" - Minority and Women-Owned Business Enterprises(M/WBE)-Service Disabled Veteran Owned Businesses(SDVOB) – Equal Employment Opportunity(EEO) Policy Statement.
- Municipal/Sponsor Resolution(s) - duly adopted Municipal/Sponsor resolution(s) authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor and appropriating or otherwise providing the Project funding required therefor. (Where New York City is the Municipality/Sponsor, such resolution is not required).

***Note – Resolutions for BridgeNY projects must also include an express commitment by the Municipality/Sponsor that construction shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction. Award is defined as an executed Agreement, approved by the Office of the State Comptroller.**

1.1 Within Appendix A-1, the term "Contractor" herein refers to any party other than the State, whether a **Municipality/Sponsor**, contractor, licenser, licensee, lessor, lessee, or any other party to this Project Agreement, or a subcontractor to any party other than the State.

2. *General Description of Work and Responsibility for Administration and Performance.* Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the development of such Schedule(s) A for the purposes of conforming to New York State or to Federal Highway Administration requirements or standards, including but not limited to compliance with 28 CFR 35.105 which requires a Municipality/Sponsor employing 50 or more persons to prepare a Transition plan addressing compliance with the Americans with Disabilities Act (ADA).

The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the "Local Projects Manual (LPM" formerly known as the "Procedures for Locally Administered Federal Aid Projects (PLAFAP)" Manual (available through NYSDOT's web site at <https://www.dot.ny.gov/plafap>, and as such may be amended from time to time.

3. *Municipal/Sponsor Deposit.* Where the work is performed by consultant or construction contract entered into by NYSDOT, or by NYSDOT forces, the Municipality/Sponsor shall deposit with the State Comptroller through NYSDOT prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the Project costs due in accordance with Schedule A.

4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply the required Municipality/Sponsor Deposit and, if applicable, shall request Office of the New York State Comptroller (OSC) funding of State aid to the Municipality/Sponsor as described below. For work

performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor up to the amount of the Municipality/Sponsor's award of BridgeNY State aid as described below.

NYSDOT will periodically make reimbursements upon request and certification by the Sponsor. The frequency of reimbursement requests must be in conformance with that stipulated in the NYSDOT Standard Specifications; (§109-06, *Contract Payment*). NYSDOT recommends that reimbursement requests not be submitted more frequently than monthly. In all cases, reimbursement requests must be submitted at least once every six months. A Sponsor's reimbursement requests are restricted to eligible project costs. To be classified as an "eligible project cost", in addition to other requirements of this Agreement, the original expenditure must have been paid within the past 15 months in order to comply with Federal Tax Law and IRS Regulations (26 CFR 1.150-2 (d)(2)(i)), which governs fund disbursements from the issuance of tax-exempt bonds. Expenditures paid greater than 15 months prior to the reimbursement request are ineligible for reimbursement.

4.1 *State aid.* Subject to compliance with this Agreement, NYSDOT shall authorize reimbursement of eligible individual Project costs identified in the applicable Schedule A. Contractor obligations or expenditures that precede the start date of this Agreement shall not be reimbursed. To be eligible for State aid, project costs must be for work which, when completed, has a certifiable service life of at least 50 years for culvert replacements, or at least 10 years for culvert relining.

4.2 *State aid Eligible Project Costs.* Eligible Project costs include costs of acquisition, construction, repair, reconstruction, renovation, equipment and other related costs as set forth in the Project Description in Schedule A or Supplements to Schedule A. Eligible Project costs may also include the reimbursement of salaries and wages to employees of Sponsor for carrying out the Project(s); fees to consultants and professionals retained by Sponsor for planning and performing the Project, and such other costs and expenses directly related to such employees, consultants and professionals for the Project.

4.3 In no event shall the State be obligated to fund or reimburse any costs exceeding the "State Share" provided in Schedule A.

4.4 All items included by the Municipality/Sponsor in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT and the FHWA. Such items shall be subject to audit by the State, the federal government or their representatives.

4.5 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To this end, the reimbursement to the Municipality/Sponsor provided for in section 4.1 above may be reduced by NYSDOT if necessary.

4.6 Municipalities/Sponsor's may not use BridgeNY funds to substitute for the local match to a federally-aided project.

5. *Supplemental Agreements and Supplemental Schedule(s)* Supplemental Agreements or Supplemental Schedule(s) may be entered into by the parties and must be executed and approved in the manner required for a State contract. A Supplemental Schedule is defined as a Supplemental Agreement which revises only the Schedule A of a prior Agreement or Supplemental Agreement. In the event Project cost estimates increase over the amounts provided for in Schedule A, no additional reimbursement shall be due to the Municipality/Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A for reimbursement of additional Eligible Project Costs.

6. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for State aid hereunder. In the event the Municipality/Sponsor withdraws the project, suspends or delays work on the Project, fails to adequately or expediently progress the Project, or takes other action that results in the loss of the Municipality/Sponsor's participation or eligibility, the Municipality/Sponsor shall refund to the State all reimbursements or payments received from the State, and the Municipality/Sponsor shall reimburse the State for 100% of all costs incurred by NYSDOT. To satisfy the refund, the State or NYSDOT may offset any other State or Federal aid owed, or may otherwise come due, to the Municipality/Sponsor.

7. *Municipal/Sponsor Liability.*

7.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Municipality/Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

7.2 To the fullest extent permitted by law, the Municipality/Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor, its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the failure of the Municipality/Sponsor or its officers, agents, servants, employees, contractors, subcontractors or others to meet professional standards resulting in obvious or patent errors in the progression of its work. Additionally, the Municipality/Sponsor shall defend the State in any action arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor, its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement.

7.3 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

7.4 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of Transportation or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Municipality/Sponsor or the Municipality/Sponsor's officers, agents, servants, employees, contractors, or subcontractors. In the event of such suspension, the Municipality/Sponsor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Municipality/Sponsor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

7.3 Upon written notice to the Municipality/Sponsor, and a reasonable opportunity to be heard with appropriate NYSDOT officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Municipality's/Sponsor's expense where the Municipality/Sponsor is determined by the Commissioner of Transportation or his or

her designee to be non-responsible. In such event, the Commissioner of Transportation or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

8. *Maintenance.* The Municipality/Sponsor shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality/Sponsor. If the Municipality/Sponsor intends to have the project maintained by another entity, any necessary maintenance agreement will be executed and submitted to NYSDOT before construction of the Project is begun. Upon its completion, the Municipality/Sponsor will operate and maintain the Project at no expense to NYSDOT; and during the useful life of the Project, the Municipality/Sponsor shall not discontinue operation and maintenance of the Project, nor dispose of the Project, unless it receives prior written approval to do so from NYSDOT.

8.1 The Municipality/Sponsor may request such approved disposition from NYSDOT where the Municipality/Sponsor either causes the purchaser or transferee to assume the Municipality/Sponsor's continuing obligations under this Agreement, or agrees immediately to reimburse NYSDOT for the pro-rata share of the funds received for the project, plus any direct costs incurred by NYSDOT, over the remaining useful life of the Project.

8.2 If a Municipality/Sponsor fails to obtain prior written approval from NYSDOT before discontinuing operation and maintenance of the Project or before disposing of the project, in addition to the costs provided, above in 8.1, Municipality/Sponsor shall be liable for liquidated damages for indirect costs incurred by NYSDOT in the amount of 5% of the total funding provided through NYSDOT.

8.3 For NYSDOT-administered projects, NYSDOT is responsible for maintenance only during the NYSDOT-administered construction phase. Upon completion of the construction phase, the Municipality/Sponsor's maintenance obligations start or resume.

9. *Independent Contractor.* The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

10. *Contract Executory.*

10.1 This Agreement shall be deemed executory only to the extent of the monies available to the State for its performance and no liability on account thereof shall be incurred by the State beyond monies available therefor.

10.2 This Agreement shall remain in effect so long as State funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a State budgetary hiatus will not by itself be construed to lapse this Agreement, provided any necessary State appropriations or other funding authorizations are enacted. **Municipality/Sponsor's** continued performance during such a budgetary hiatus cannot, by itself, obligate the State to making expenditures without appropriations.

11. *No Assignment or Other Disposition of Agreement.* The Municipality/Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any entity, public or private, without the previous written consent of NYSDOT first having been obtained.

12. *Term of Agreement.* The Project phase(s) and Term are identified in Schedule(s) A executed herewith and incorporated herein or as subsequently identified in any duly executed and approved supplemental Schedule(s) A as of the date of such supplemental Schedule(s) A. This Agreement shall remain in effect so long as applicable funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities.

12.1 Time is of the essence. The Municipality/Sponsor understands that construction of BridgeNY Projects must commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction. Award is defined as an executed BridgeNY Agreement approved by the Office of the State Comptroller.

13. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are as specifically set forth in this agreement, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Municipality/Sponsor assert, make or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.

14. *Ethics Considerations.* In addition to Municipality's/Sponsor's conforming with the applicable provisions of Public Officers Law §73 (Business or Professional Activities by State Officers and Employees and Party Officers) and General Municipal Law §806 (Code of Ethics) as related to the expenditure of the Program Funding made hereunder, no member of Municipality's/Sponsor's governing body, its officers or employees, or any member of the Board of Directors or staff, nor any member of their families shall benefit financially either directly or indirectly from the Program Funding unless such action is otherwise in accordance with law and is necessary for the accomplishment of the Project. In such event, Municipality/Sponsor shall disclose such relationship to NYSDOT and shall obtain prior written approval therefor from NYSDOT.

MUNICIPALITY/SPONSOR: Town of Orangetown

PROJECT ID NUMBER: 8762.34

PHASE: PER SCHEDULES A

15. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and in accordance with current Federal and State laws, rules, and regulations.

16. *NYSDOT Performance Review.* NYSDOT may review the Municipality's/Sponsor's performance of this Agreement in such manner and at such times as NYSDOT shall determine, and such review may include field visits by NYSDOT representatives to the Project and/or the offices of Municipality/Sponsor. Municipality/Sponsor shall at all times make available its employees, records and facilities to authorized NYSDOT representatives in connection with any such review. Such review shall be for the purpose, among other things, of ascertaining the quality and quantity of Municipality's/Sponsor's performance of the Project, its use and operation.

17. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices from the Statewide Financial System (SFS). The Municipality/Sponsor shall comply with the State Comptroller's procedures for all applicable State Aid to authorize electronic payments. Instructions and authorization forms are available on the New York State Comptroller's website at <https://www.osc.state.ny.us/state-vendors> or by email at epunit@osc.state.ny.us.

18. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the following:

18.1 *New York State Executive Law Article 15-A, Participation by Minority Group members and Women with Respect to State Contracts and New York State Executive Law Article 17-B, Participation by Service-Disabled Veterans with Respect to State Contracts*, including requirements relating to equal employment opportunity, and utilization goals and contracting opportunities for minority and women-owned business enterprises and service-disabled veteran owned business, without additional cost to NYSDOT.

18.1.1 *EEO Policy Statement.* Pursuant to 5 NYCRR §143.2, a Municipality/Sponsor shall adopt an EEO policy if one is not previously adopted, as provided in Appendix B, and submit to NYSDOT a signed copy of Appendix B.

18.1.2 *Minority-owned and Women-owned Business Enterprise (M/WBE) and Service-Disabled Veteran Owned Business (SDVOB) Goals.* Municipality/Sponsor must comply with all M/WBE and SDVOB requirements and goals stated within the provisions of Appendix B, titled, "Minority and Women-owned Business Enterprises-Service-Disabled Veteran Owned Business – Equal Employment Opportunity Policy Statement".

18.1.3 *M/WBE and SDVOB Guidance.* Refer to the New York State Department of Transportation website and Appendix B for guidance related to M/WBE and SDVOB goals at www.dot.ny.gov/main/business-center/civil-rights/.

Assigned M/WBE and SDVOB goals must be included in the Municipality's/Sponsor's proposed contract documents when submitted for NYSDOT approval prior to project advertisement. Any requests for a reduction or waiver of the goals must be submitted at that time so that the correct goals are included in the project advertisement.

18.1.4 *Good Faith Efforts.* If a Municipality/Sponsor fails to meet the M/WBE or SDVOB requirements set forth in Appendix B, they must demonstrate Good Faith Efforts pursuant to 5 NYCRR §142.8.

18.1.5 *M/WBE and SDVOB Compliance Reports.* The Municipality/Sponsor shall require their consultants and contractors to submit electronic, monthly M/WBE and SDVOB compliance reports via NYSDOT's Civil Rights Reporting Software, Equitable Business Enterprise (EBO), on or before the 15th day of the immediately preceding month. The Municipality/Sponsor must apply for access to EBO at the following website: www.dot.ny.gov/dotapp/ebo.

18.1.6 *Failure to Comply.* If the Sponsor fails to monitor and administer contracts in accordance with State requirements, the Sponsor will not be reimbursed for associated activities within the affected contracts. The Sponsor must ensure that any contract it awards under this Agreement has a Minority-owned and Women-owned Business Enterprise (M/WBE) and a Service-Disabled Veteran Owned Business (SDVOB) Utilization Plan and complies with such plans. If, without prior written approval by NYSDOT, the Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the M/WBE and SDVOB Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this Agreement or such portion of this Agreement, or (2) assess liquidated damages in an amount of up to 20% of the portion of the Sponsor's contracts and subcontracts, funded in whole or in part by this Agreement, to which contract goals are established in accordance with NYSDOT guidance.

18.1.7 *Equal Employment Opportunity (EEO) Requirements.* EEO goals (as provided in the "Local Projects Manual"), EEO Policy Statement (as provided in "Appendix B – M/WBE-SDVOB and EEO Policy Statements") and specifications (as provided in NYSDOT's *Standard Specifications §102-11 Equal Employment Opportunity Requirements*) must be included in the contract documents and project advertisement.

www.dot.ny.gov/main/business-center/engineering/specifications/updated-standard-specifications-us

18.1.8 *EEO Monitoring and Reporting.* EEO participation shall be monitored by the Municipality/Sponsor as the project progresses. EEO participation shall be reported by the contractor through NYSDOT's civil rights reporting software, EBO.

18.2 [New York State Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act](#), including providing true, timely and accurate information relating to the project to ensure compliance with the Act, accessible at www.dot.ny.gov/programs/smart-planning/smartgrowth-law.

19. *Compliance with Procedural Requirements.* The Municipality/Sponsor understands that funding is contingent upon the Municipality's/Sponsor's compliance with the requirements stated in the applicable BridgeNY – Notice of Funding Availability and guidance connected thereto.

Locally-administered BridgeNY transportation projects shall be constructed in accordance with the current version of NYSDOT Standard Specifications and NYSDOT-approved Special Specifications. (Cities with a population of 3 million or more may pursue approval of their own construction specifications and procedures on a project by project basis).

20. *Extended Records Retention Requirements.*

20.1 To ensure that NYSDOT meets certain strict requirements under the 26 CFR Part 1.150-2(d)(2)(i) - (d)(2)(iii) and to ensure that NYSDOT may authorize the use of funds for this project, the Sponsor must retain the following documents in connection with the Projects:

- a. Documents evidencing the specific assets financed with such proceeds, including but not limited to project costs, and documents evidencing the use and ownership of the property constructed, improved, or related to this Agreement, as provide in Schedule B; and
- b. Documents, if any, evidencing the sale or other disposition of the financed property.

20.2 Notwithstanding any other provision of this contract to the contrary, the Sponsor covenants to retain those records described above, for **thirty-six (36) years** per the 26 CFR Part 1.150-2(d)(2)(i) - (d)(2)(iii) after the date of NYSDOT's final payment of the eligible project cost(s).

20.3 Failure to maintain such records in a manner that ensures complete access thereto, for the period described above, shall constitute a material breach of the contract and may, at the discretion of NYSDOT, result in loss of funds allocated, or the Sponsor's repayment of funds distributed, to the Sponsor under this Agreement.

21. *Notice Requirements.*

21.1 All notices permitted or required hereunder shall be in writing and shall be transmitted:

- (a) Via certified or registered United States mail, return receipt requested;
- (b) By personal delivery;
- (c) By expedited delivery service; or
- (d) By e-mail; or
- (e) By facsimile transmission.

21.2 For all BridgeNY Culvert Local Project Agreement purposes, such notices shall be addressed by the Municipality/Sponsor to the officially designated Regional Local Project Liaison (RLPL) and, by NYSDOT, to the officially designated Primary Municipality/Sponsor's Contact, or to such different parties and addresses as the parties from time-to-time mutually agree to designate. The parties herein agree to exchange such contact information above which shall include Organization Name, Individual Name & Title, Mailing address, Telephone number and E-mail address as noted below.

21.3 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or email, upon receipt.

21.4 The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

MUNICIPALITY/SPONSOR: **Town of Orangetown**

PROJECT ID NUMBER: **8762.34**

PHASE: PER SCHEDULES A

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

New York State Department of Transportation (NYSDOT)

Name: **Orietta Trocard, P.E.**

Title: **Regional Local Projects Liaison**

Address: **4 Burnett Boulevard, Poughkeepsie, NY 12603**

Telephone Number: **845-431-5811**

Facsimile Number: **845-431-5988**

E-Mail Address: **orietta.trocard@dot.ny.gov**

Municipality/Sponsor Town of Orangetown

Name: **James Dean**

Title: **Superintendent of Highways**

Address: **119 Route 303, Orangeburg, NY 10962**

Telephone Number: **845-359-6500 x4510**

Facsimile Number: **845-359-6062**

E-Mail Address: **jdean@orangetown.com**

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MUNICIPALITY/SPONSOR: **Town of Orangetown**

PROJECT ID NUMBER: **8762.34**

PHASE: PER SCHEDULES A

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials.

MUNICIPALITY/SPONSOR:

MUNICIPALITY/SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

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

On this _____ day of _____, 20__ 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; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

**APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL**

By: _____
For Commissioner of Transportation

By: _____
Assistant 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.

COMPTROLLER'S APPROVAL:

Date: _____

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 8762.34**

OSC Contract #: _____	Contract Start Date: / / (mm/dd/yyyy)	Contract End Date: 12/31/2029 (mm/dd/yyyy) <input type="checkbox"/> Check, if date changed from the last Schedule A
Purpose: <input checked="" type="checkbox"/> Original Standard Agreement <input type="checkbox"/> Supplemental Schedule A No.		
Agreement Type: <input checked="" type="checkbox"/> Locally Administered Municipality/Sponsor (Contract Payee): Town of Orangetown _____ Other Municipality/Sponsor (if applicable): _____		
<input type="checkbox"/> State Administered <small>List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.</small>		
<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: <input type="checkbox"/> PE/Design <input type="checkbox"/> ROW Incidentals <input type="checkbox"/> ROW Acquisition <input checked="" type="checkbox"/> Construction/CI/CS		
Work Type: HWY CULVERT	County (If different from Municipality): Rockland County	
<small>(Check, if Project Description has changed from last Schedule A):</small> <input type="checkbox"/>		
Project Description: PIN 8762.34, Mountainview Avenue over Sparkill Creek Culvert Replacement, Town of Orangetown, Rockland County		
Marchiselli Eligible <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

A. Summary of Participating Costs FOR ALL PHASES <small>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.</small>							
PIN Fiscal Share	"Current" or "Old" entry indicator	Funding Source (Percentage)	TOTAL Costs	FEDERAL Funds	STATE Funds	LOCAL Funds	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
8762.34.303	Current	Other (see FN) **	\$1,500,000.00	\$0.00	\$1,500,000.00	\$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
. .	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
TOTAL CURRENT COSTS:			\$1,500,000.00	\$ 0.00	\$1,500,000.00	\$ 0.00	\$ 0.00

NYSDOT/State-Local Agreement – Schedule A PIN 8762.34

B. Local Deposit(s) from Section A:	\$ 0.00
Additional Local Deposit(s)	\$0.00
Total Local Deposit(s)	\$ 0.00

C. Total Project Costs <i>All totals will calculate automatically.</i>			
Total FEDERAL Cost	Total STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$ 0.00	\$1,500,000.00	\$ 0.00	\$1,500,000.00
		Total FEDERAL Cost	\$ 0.00
		Total STATE Cost	\$1,500,000.00
SFS TOTAL CONTRACT AMOUNT			\$1,500,000.00

D. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>Giselle Conrad</u> Phone No: <u>845-431-5731</u>
--	--

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

Footnotes (FN): (See [LPB's SharePoint](#) for link to sample footnotes)

- Project Description Continued: The project involves remove existing culvert that carries Hillside Lake Road over unknown, and excavation for a new 8' span x 3' rise precast concrete box culvert that will pass the 100-yr storm. Cast-in-place flared wingwalls will be constructed at the inlet and outlet of the structure. Utilize full depth asphalt over the structure, with new three-rail steel bridge rail on concrete headwalls, new standard transition rail, box beam guide rail and guide rail end sections. The work will take place in the Town of East Fishkill in Dutchess County.
- This is a 2023 Bridge NY Culvert project and is capped amount of \$1,500,000. Funding may be applied to all phases of the project.
- * The Funding Source is Bonded PIT Bond
- ** The precentage is 100%
- Projects must begin construction no later than 24 months after award; award is defined as approved State-Local Agreement (SLA) by the NYS Office of the State Comptroller. The Project Sponsor must expeditiously progress the execution of the SLA.
- Projects must be fully completed within 30 months of commencing construction; construction is defined as an award to a contractor or commencement of work by municipal/sponsor work forces. Therefore, Sponsors are strongly encouraged to have projects substantially completed within two years of commencing construction.
- Funding Breakdown - Construction \$1,240,000, and Construction Inspection \$260,000.
-
-

-
- PIN 8762.34 10/10/2024 gc

SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

Instructions: Identify the responsibility for each applicable Sub-phase task by entering *X* in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

A1. Preliminary Engineering (“PE”) Phase

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u>	<u>Sponsor</u>
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	<input type="checkbox"/>	<input type="checkbox"/>
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	<input type="checkbox"/>	<input type="checkbox"/>
3. Smart Growth Attestation (NYSDOT ONLY).	<input type="checkbox"/>	<input type="checkbox"/>
4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	<input type="checkbox"/>	<input type="checkbox"/>
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	<input type="checkbox"/>	<input type="checkbox"/>
6. Obtain aerial photography and photogrammetric mapping.	<input type="checkbox"/>	<input type="checkbox"/>
7. Perform all surveys for mapping and design.	<input type="checkbox"/>	<input type="checkbox"/>
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	<input type="checkbox"/>	<input type="checkbox"/>
9. Perform landscape design (including erosion control).	<input type="checkbox"/>	<input type="checkbox"/>
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	<input type="checkbox"/>	<input type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	<input type="checkbox"/>	<input type="checkbox"/>
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	<input type="checkbox"/>	<input type="checkbox"/>
13. Conduct any required soils and other geological investigations.	<input type="checkbox"/>	<input type="checkbox"/>
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	<input type="checkbox"/>	<input type="checkbox"/>
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	<input type="checkbox"/>	<input type="checkbox"/>
16. Prepare and execute any required agreements, including: <ul style="list-style-type: none"> - Railroad force account - Maintenance agreements for sidewalks, lighting, signals, betterments - Betterment Agreements - Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities 	<input type="checkbox"/>	<input type="checkbox"/>
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	<input type="checkbox"/>	<input type="checkbox"/>

A2. Right-of-Way (ROW) Incidentals

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Prepare ARM or other mapping, showing preliminary taking lines.	<input type="checkbox"/>	<input type="checkbox"/>
2. ROW mapping and any necessary ROW relocation plans.	<input type="checkbox"/>	<input type="checkbox"/>
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	<input type="checkbox"/>	<input type="checkbox"/>
4. Secure Appraisals.	<input type="checkbox"/>	<input type="checkbox"/>
5. Perform Appraisal Review and establish an amount representing just compensation.	<input type="checkbox"/>	<input type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.	<input type="checkbox"/>	<input type="checkbox"/>
7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.	<input type="checkbox"/>	<input type="checkbox"/>

B. Right-of-Way (ROW) Acquisition

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.	<input type="checkbox"/>	<input type="checkbox"/>
2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.	<input type="checkbox"/>	<input type="checkbox"/>
3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.	<input type="checkbox"/>	<input type="checkbox"/>
4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.	<input type="checkbox"/>	<input type="checkbox"/>
6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.	<input type="checkbox"/>	<input type="checkbox"/>

C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Advertise contract lettings and distribute contract documents to prospective bidders.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Compile and submit Contract Award Documentation Package.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review/approve any proposed subcontractors, vendors, or suppliers.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.	<input type="checkbox"/>	<input type="checkbox"/>
7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.	<input type="checkbox"/>	<input type="checkbox"/>
7c. For projects that fall under both 7a and 7b above, check boxes for each.		
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Review and approve all shop drawings, fabrication details, and other details of structural work.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Administer all construction contract claims, disputes or litigation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

- | | | |
|--|-------------------------------------|-------------------------------------|
| 12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in

accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records

must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not

apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

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

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this

law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public

Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual

employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a “procurement contract” as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions,

seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)
(To be included in all contracts)

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

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES-SERVICE DISABLED VETERAN OWNED BUSINESSES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

M/WBE, SDVOB, AND EEO POLICY STATEMENT

I, _____, the representative for (Municipality/Sponsor/Grantee) adopted, or agree to adopt, the following policies with respect to the project being developed or services rendered at

(Insert project/service description)

M/WBE/SDVOB

EEO

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

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs, WBEs, and SDVOBs, including solicitations to M/WBE and SDVOB contractor associations.
- (2) Obtain a list of State-certified M/WBEs from <https://ny.newycontracts.com/> and solicit bids from them directly.
- (3) Obtain a list of State certified SDVOBs from <https://online.ogs.ny.gov/SDVOB/search> and solicit bids from them directly.
- (4) Ensure that plans, specifications, requests for proposals, and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs and SDVOBs.
- (5) Where feasible, divide the work into smaller portions to enhanced participation by M/WBEs/SDVOBs and encourage joint ventures and other partnerships among M/WBE/SDVOBs contractors to enhance their participation.
- (6) Document and maintain records of bid solicitation, including those to M/WBEs/SDVOBs and the results thereof. This organization will also maintain records of actions that its subcontractors have taken toward meeting M/WBE/SDVOB contract participation goals.
- (7) Ensure that progress payments to M/WBEs/SDVOBs are made on a timely basis so that undue financial hardship is avoided and that, if legally permissible, bonding and other credit requirements are waived, appropriate alternatives developed to encourage M/WBE/SDVOB participation.

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its workforce on state contracts.

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, disability, or marital status.

(c) At the request of the Sponsor, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

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

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

Agreed to this _____ day of _____, 20_____

By _____

Print: _____ Title: _____

APPENDIX B

_____ (Name of Designated Liaison) is designated as this organization's Minority and Women-Owned Business Enterprise Liaison and Service-Disabled Veteran Owned Business Liaison responsible for administering M/WBE/SDVOB-EEO program.

The Municipality/Sponsor/Grantee agrees that the Standard M/WBE and/or SDVOB Contract Goals for projects let and funded (in whole or in part) with proceeds of this Agreement (Contract # _____) are provided below.

STANDARD CONTRACT GOALS

CATEGORY/CONTRACT TYPE	MBE	WBE	SDVOB
C: Commodities	10.00%	20.00%	6.00%
CC: Construction Consultants (Architectural/Engineering)	20.00%	10.00%	6.00%
CN: Construction	7.99%	10.00%	6.00%
SC: Services/Consultants (Non-Architectural/Engineering)	6.00%	16.00%	6.00%

These Standard Contract Goals are based on the New York State Department of Transportation's (NYSDOT's) Agency M/WBE and SDVOB Goal Plan as a result of programmatic analysis. The plans are available at: [FY23-24 M/WBE Goal Plan](#) and [FY2021 SDVOB Goal Plan](#). In furtherance of such goals, the Municipality/Sponsor/Grantee is also required to consider the following statutory factors in all related contracts executed by the Sponsor/Municipality/Grantee:

- (1) the contract and subcontract scope(s) of work,
- (2) the potential subcontract opportunities available in the prime contract,
- (3) the relevant availability data contained within the disparity study with respect to the scope of the contract and potential subcontracting opportunities,
- (4) the number and types of certified minority-owned and women-owned business enterprises (M/WBE) found in the directory of certified minority-owned and women-owned businesses available to perform the related contract work and the number and types of certified service-disabled veteran-owned businesses (SDVOB) found in the SDVOB directory available to perform the related contract work,
- (5) the geographic location of the contract performance,
- (6) the extent to which geography is material to the performance of the contract,
- (7) the ability of certified M/WBEs and SDVOBs located outside of the geographic location of contract performance, notwithstanding the regional location of the certified enterprise, to perform on the Municipality/Sponsor/Grantee's contract,
- (8) the total dollar value of the work required by the Municipality's/Sponsor's/Grantee's contract in relation to the dollar value of the subcontracting opportunities; and
- (9) the relationship of the monetary size and term of the Municipality's/Sponsor's/Grantee's contract to the monetary size and term of the project for which the contract is awarded (See 5 NYCRR 142.2 and 9 CRR-NY 252.2(h)).

Pre-Advertisement: As a result of Municipality's/Sponsor's/Grantee's analysis of the statutory factors in relation to a contract's work scope and circumstances, if the Municipality/Sponsor/Grantee believes a non-standard goal is appropriate and supportable, the Municipality/Sponsor/Grantee may obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Pre-Advertisement Goal Modification Request, with justification, prior to public advertisement of the contract.

APPENDIX B

Pre-Award: If the Municipality/Sponsor/Grantee receives proposals or bids that do not provide commitments that meet or exceed the advertised goals, the Municipality/Sponsor/Grantee must obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Waiver Request *demonstrating the Contractor's Good Faith Efforts to meet the goals, along with supporting justification, prior to awarding the contract.*

Post Award: If any consultant/contractor fails to attain its M/WBE and/or SDVOB commitment on a contract, the Municipality/Sponsor/Grantee must obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Waiver Request, *demonstrating Good Faith Efforts to meet the goals, along with supporting justification before NYSDOT will distribute final payment of grant proceeds.*

All forms referenced above are available at: <https://www.dot.ny.gov/main/business-center/civil-rights/>. Nothing stated within this or associated document(s) guarantees NYSDOT's approval of a goal modification or goal waiver.

Signature: _____ Title: _____

Name: _____ Date: _____

No Bid (#)	Mini-Bid #	Contractor	Contract #	Reason for No Bid

No Bid (#)	Mini-Bid #	Contractor	Contract #	Reason for No Bid

No Bid (#)	Mini-Bid #	Contractor	Contract #	Reason for No Bid



Memorial Bench Request

Town of Orangetown
Department of Parks, Recreation and Building Maintenance
Memorial Bench Donation Agreement

Thank you for your interest in donating a Memorial Bench to the Town of Orangetown. This bench will provide an opportunity for visitors to our facilities and parks to better enjoy their experience.

A donor may request placement of a bench in a particular park or facility, however the site and specific donation of the bench on the site will be determined by Parks and Recreation staff based upon specific conditions and the number of benches already present on the site.

As some parks and facilities already have a specific style of bench in place, it may be necessary to require that the donated bench conform to the current standards. In all cases Parks and Recreation staff must make final approval on the style, material and color of the bench being purchased.

Parks and Recreation staff reserve the right to approve the content of the message on the plaque/dedication, including the right to approve and reject names that are considered illegal, inappropriate or inconsistent with the mission of the Parks and Recreation Department.

The Town of Orangetown will not be responsible for the replacement of the bench or plaque in the event of loss due to vandalism or natural acts. However the donor may choose to replace the same bench and/or same plaque at the donors expense. The Town of Orangetown reserves the right to remove the bench if it is damaged or defaced and the right to relocate the bench if necessary for safety, environmental or land management reasons. The donor may be notified of the new location of the bench.

Read and Accept Conditions * Accepted

Name * thomas lew

Phone Number * 9178268319

Date * 12/23/2024

Email * tlew100@yahoo.com

Engraving Message * In Loving Memory
Lucy Lee Lew

Describe Preferred location * Rail/Trail by Blauvelt Free Library

Signature *



Memorial Bench Request

Town of Orangetown
Department of Parks, Recreation and Building Maintenance
Memorial Bench Donation Agreement

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**Read and Accept
Conditions *** Accepted

Name * V. Dennis sandhage

Phone Number * 845 735 4411

Date * 11/30/2024

Email * dpsandhage@gmail.com

Engraving Message * Remember the good times at the brook.
The Sandhage Family

**Describe Preferred
location *** Pascack Brook Park

Signature *

Schedule A

Law enforcement agency will conduct Impaired Driving Enforcement Services at the discretion of the Sheriff/Chief or his/her designee.

The law enforcement agencies may utilize sobriety checkpoint(s) and/or mobile patrol(s) dedicated solely for DWI enforcement. All impaired driving enforcement details must be completed within the County of Rockland. Agency's may collaborate with another law enforcement agency within Rockland County. Additionally, a law enforcement agency may collaborate with the Rockland County Sheriff's Department and arrange use of the Sheriff's Department's STOP-DWI van used for on-site processing. Collaboration is encouraged but not required.

The Rockland County STOP-DWI Department will provide reimbursement up to, but not to exceed \$7,000, in Impaired Driving Enforcement overtime. This is not a grant; thus, it is not grant money. Reimbursement will be made by the County of Rockland Office of STOP-DWI budget.

Law enforcement agencies will be required to complete and submit the County reimbursement form twice a year. The first reimbursement form must be received by Monday, June 23, 2025 and the last by Monday, January 12, 2026.

LICENSE AGREEMENT FOR USE OF THE RAMAPO POLICE RANGE FACILITY BY OUTSIDE AGENCIES

This Agreement made as of the 1st day of January 2025, between the TOWN OF RAMAPO, a Municipal Corporation with principal offices at the Ramapo Town Hall, 237 Route, Suffern, New York 10901 hereinafter referred to as "TOWN" and

TOWN OF ORANGETOWN, a municipal corporation of the State of New York, with offices at 26 Orangeburg Road, Orangeburg, New York 10962, hereinafter referred to as "LICENSEE".

WITNESSETH:

1. DESCRIPTION AND LOCATION

The TOWN hereby grants the LICENSEE, and LICENSEE hereby accepts from the TOWN, a license to use the Town of Ramapo Police Range Facility located at the end of Bailer Road in the Town of Ramapo. Said use shall include and be limited to training officers in firearms knowledge and proficiency.

2. TERM

The term of this License Agreement shall be for one year from January 1, 2025 through December 31, 2025 and may be renewed on a yearly basis upon the same terms and conditions provided the same is mutually acceptable to both parties.

- (a) The parties understand and agree that this is a License Agreement and not a lease, and is, therefore, revocable by the TOWN at will when, in the judgment of the TOWN Board, it is deemed that such termination is necessary either by operation of law or for any other public purpose, and the TOWN reserves the right to cancel this license on written notice to the LICENSEE whenever it desires in good faith to do so.
- (b) This License Agreement is specifically conditioned upon the representation by the LICENSEE that such LICENSEE, trainers and trainees shall be familiar with and comply with the Town of Ramapo Police Range Facility Policy (GO-105) and as said policy may from time to time be amended. A copy of GO-105 is attached hereto and made a part hereof.

3. CONSIDERATION

- (a) The LICENSEE, in consideration for this license, shall agree to provide the TOWN with insurance, pursuant to Paragraph 5 of this License Agreement, naming the TOWN as an additional insured, and shall indemnify and hold the TOWN harmless by reason of any claim against all suits or liability regardless of origin or nature arising out of LICENSEE'S use of the Town of Ramapo Police Range Facility. With respect to the insurance for which the TOWN is designated as an additional insured, the certificate must also indicate that the insurance is primary to the TOWN.

- (b) Although there is no fee charged for the use of the Ramapo Police Range Facility in 2025, the TOWN will be adding improvements to the facility in order to comply with Federal and State requirements. The TOWN anticipates charging a fee commencing in 2026.

4. COMPLIANCE WITH LAW

LICENSEE agrees to comply with all Federal, State and Local Laws and regulations and orders of the TOWN affecting the licensed premises in regard to all matters.

5. INSURANCE

The LICENSEE shall not use the Ramapo Police Range Facility under this license until it has obtained all insurance required under this paragraph and such insurance has been approved by the TOWN.

- (a) Compensation Insurance - The LICENSEE shall take out and maintain during the life of this contract Workers' Compensation Insurance for its employees who use and/or are at the subject premises.

- (b) General Liability and Property Damage Insurance - The LICENSEE shall take out and maintain during the life of this contract such general liability and property damage insurance as shall protect it from claims for damages for personal injury including accidental death and from claims for property damage which may arise from operations under this contract. The amounts of such insurance shall be as follows:

General Liability Insurance in a General Aggregate amount not less than \$5,000,000 and not less than \$5,000,000 on account of any one occurrence.

- (c) INTENTIONALLY OMITTED.
- (d) Defense of Action or Suits - Neither the TOWN nor any of its officers or agents shall in any manner be answerable or responsible for any loss or damages that may occur to the premises pursuant to the rights and obligations of the LICENSEE hereunder, or to any part or parts thereof, or to any materials, equipment or other property that may be used therein, or placed upon the ground, during the LICENSEE'S use of the premises. Neither the TOWN nor any of its officers or agents shall be in any manner answerable or responsible for any injury done, or damages or compensation required to be paid under any present or future law, to any person or persons whatever, whether employees of the LICENSEE or otherwise, or for damages to any property, whether belonging to the employees and/or agents of the LICENSEE or otherwise, or for damages to any property, whether belonging to the contractor or others, occurring during or resulting from the LICENSEE'S use of the premises. The LICENSEE shall properly guard against all injuries and damages. The LICENSEE shall indemnify and save harmless the TOWN, its officers and employees, and agents

against all such injuries, damages and compensation arising or resulting from causes other than the TOWN'S negligence. The LICENSEE shall, throughout the term hereunder and any use of the premises, that may occur at any time after the termination of this agreement, maintain General Liability Insurance in the amounts hereinbefore stated for the protection of the LICENSEE and the TOWN, and shall furnish duplicates of the policies to the TOWN, stamped by the insurer "Premium Paid." These policies shall be written by an insurance company or companies approved by the TOWN.

- (e) The LICENSEE shall furnish the TOWN with satisfactory proof of coverage of the insurance required.

Each policy and certificate shall have endorsed thereon:

"No cancellation of or change in the policy shall become effective until after 10 days' notice by Certified Mail to the TOWN Attorney, TOWN OF RAMAPO, TOWN Hall, 237 Route 59, Suffern, New York 10901."

- (f) If, at any time, any of the said policies shall be or become unsatisfactory to the TOWN as the form or substance, or if a Company issuing any such policies shall become unsatisfactory to the TOWN, and notification is given to LICENSEE in writing of same, LICENSEE shall promptly obtain a new policy, submit the same to the TOWN for approval, and submit a certificate thereof as hereinabove provided, Upon failure of LICENSEE to furnish, deliver and maintain such insurance as above provided, this license may, if such policy or policies are not secured within fifteen (15) days after written notice is given LICENSEE, at the election of the TOWN, be forthwith declared suspended, discontinued or terminated and any and all payments made by LICENSEE on account of this license shall thereupon be retained by the TOWN as liquidated damages. Failure of LICENSEE to purchase and/or maintain any required insurance shall not relieve LICENSEE from any liability under the license, nor shall the insurance requirements be construed to conflict with the obligations of LICENSEE concerning indemnification. All required insurance must remain in effect during the life of the license and any use of the premises after the expiration of the license. This paragraph shall survive the expiration of the term herein.
- (g) The total amount of insurance coverage set forth in paragraph 25(a) herein may be increased by the TOWN during the term of this License or any extension term hereof if reasonably deemed in the best interest of the TOWN.

6. HOLD HARMLESS

The LICENSEE, in addition to any public liability insurance obtained under this Contract, agrees to save, indemnify and hold harmless the TOWN and all of its agents, officers, servants and employees, including any consultant of the TOWN, by reason of any claim against all suits or liability regardless of origin or nature arising out of the use of the facility by the LICENSEE, including all laborers, employees, agents, servants, and

officers of the LICENSEE, whether by violation or statute, law, ordinance, regulation, order or decree or common law liability and whether or not a negligent act or omission is claimed and the LICENSEE agrees to pay the TOWN for defending such suit, all costs, expenses and reasonable attorney's fees incurred therein, or at the option of the TOWN, shall, at the LICENSEE'S own expense, defend any and all such actions.

7. LIABILITY TO THE TOWN

The TOWN shall not be liable for any damage to persons or properties at the Town of Ramapo Police Range Facility. The LICENSEE agrees that all personal property upon the demised premises shall be at the risk of the LICENSEE and that the TOWN shall not be liable for any damage thereto or loss or theft thereof.

8. MISCELLANEOUS PROVISIONS

- (a) LICENSEE agrees to abide by all reasonable rules and regulations that the TOWN may, from time to time, make or adopt.
- (b) The failure of the TOWN to insist upon the strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the LICENSEE may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, or covenants herein contained.
- (c) If any term, covenant or condition of this license, or the application thereof to any person or circumstance shall to any extent be invalid or enforceable, the remainder of this license shall not be affected thereby and each remaining term, covenant and condition of this license shall be valid and remain in full force and effect.

9. MODIFICATION

This instrument contains all of the agreement and conditions made between the parties and may not be modified orally or in any other manner other than by an agreement in writing signed by all of the parties or their respective successors in interest.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed by their corporate officers and have caused their corporate seals to be affixed hereto.

DATE: _____

TOWN OF ORANGETOWN

By: _____

Print Name & Title

TOWN OF RAMAPO

By: _____

MICHAEL B. SPECHT
SUPERVISOR



Town of Ramapo Police Department GENERAL ORDER

General Order No. 105	Issuance Date: May 26, 2005
Subject: Police Range Facility Policy	Effective Date: June 1, 2005
Cross Reference: GO 111	Rescinded Date:
Accreditation Ref:	
Distribution: All Members	
Issuing Authority: Chief Peter Brower	

Reevaluation											Amended					
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105.1 Purpose

It is the purpose of this order to provide guidelines for the use of the Town of Ramapo Police Range Facility.

105.2 Policy

The Town of Ramapo Police Department maintains a facility used for the purpose of training officers in firearms knowledge and proficiency. It is the policy of the Department that there shall be formal control over the use of the Police Range Facility.

105.3 Definitions

- A. **Police Range Facility:** The area located at the end of Bailer Road in the Town of Ramapo known as the "Range" and used for firearms training.
- B. **Licensee:** Any Department or Agency who has a valid Contract and Agreement executed and filed with the Town of Ramapo to use the Ramapo Police Range Facility.
- C. **Range Manager:** That person designated by the Chief of Police responsible for overseeing all aspects of the Ramapo Police Range Facility.
- D. **Firearms Instructor:** Any police officer who has completed a Federal Bureau of Investigation or New York State Firearms Instructor's Course, holds a valid certificate of completion, and has been assigned this duty by the Chief of Police.
- E. **Senior Firearms Instructor:** The Firearms Instructor charged with overseeing the Ramapo Police Range Facility in the absence of the Range Manager.
- F. **Range Officer:** Any police officer designated by the Range Manager to assist and work under the direction of a Firearms Instructor.

105.4 Procedures

- A. The Town of Ramapo Police Department may utilize the Ramapo Police Range Facility for any training or activity deemed safe and suitable.
 - 1. The Range Manager shall be consulted prior to authorization of range use so as not to cause safety issues or conflicts with scheduled training.
 - (a) In the absence of the Range Manager, a Firearms Instructor shall be consulted with.
 - 2. When firearms instruction is being conducted, there should be at least one Firearms Instructor or Range Officer present for every three trainees.
 - (a) This ratio may be altered by the Range Manager or Senior Firearms Instructor after carefully considering the experience level of trainers and trainees, and any other conditions which may affect the safe operation of the Ramapo Police Range.
- B. Designated parking shall be on the stone covered area within the gates of the Ramapo Police Range Facility. Vehicles are to be parked in plain view so that anyone entering the Police Range Facility can clearly see the vehicles and know that the Range is in use.
- C. Upon arrival, that person in command of the Range, shall assure that the Police Range is checked for safety hazards, damage, or any required maintenance to the Range or Equipment. If necessary, it shall be reported to the Range Manager or Senior Firearms Instructor. Officers are to use care in and around the Range Facility and Storage Trailer to avoid contact with animals which may find their way inside, including rattlesnakes.
- D. When the Range is active, the sign at the entrance gate shall be flipped to indicate that the Police Range is in use. It shall be flipped back upon completion.
- E. Rubbish shall be placed in proper receptacles.
- F. Additional procedures for Off-Duty Police Range Facility use.
 - 1. After obtaining permission from the Range Manager, individual officers may use the Ramapo Police Range for practice, at their own risk, and will not be considered on duty.
 - 2. When more than one officer is using the Ramapo Police Range, a Firearms Instructor or Range Officer should be present. The Range Manager will make a determination based upon the individual officer's knowledge and experience.
 - 3. The Range Manager may authorize an officer to be accompanied by a non-department member for safety purposes on an individual basis.

4. Prior to entering the Police Range and upon completion of its use, Desk Sergeant or on duty squad supervisor shall be notified.
 - a. If the range is already in use, the supervisor shall advise the officer of its active condition for safety purposes.
 - b. The supervisor shall assure that the Shift OIC is notified.
5. Officers utilizing the Police Range shall have a means of communicating with ECC Personnel such as a portable police radio or a working cellular telephone. The cellular phone number shall be provided to the ECC.

G. Safety.

1. Prior to any Firearms Training Session, a Safety Lecture shall be given, including but not limited to the following points:
 - a. All firearms are to be always considered loaded;
 - b. Firearms are to be holstered and secured at all times unless actively involved in a course of fire and have been given a command to unholster and/or fire by a Firearms Instructor or Range Officer;
 - c. Unless in use during training, all rifles and shotguns will be kept with the action open and the safety on;
 - d. Firearms will never be pointed at or in the direction of a person;
 - e. Firearms will never be pointed at anything you are not willing to damage or destroy;
 - f. Finger is to remain off the trigger until a decision has been made to shoot;
 - g. Shooters are to be aware of any hazards in the shooting environment and beyond prior to initiating any shots;
 - h. While on the line and involved in a training exercise, talking should be kept to a minimum so as not to interfere with range operations;
 - i. Anyone who sees, or simply believes that a safety hazard exists, shall immediately yell the word, "ABORT" loud enough for everyone to hear;
 - j. Upon hearing an "ABORT", everyone on the range shall immediately cease all shooting activity, safely holster and secure any handguns in their possession, and remain in their present position if not in danger. If rifles or shotguns are in use, the safety shall be applied, and the muzzle positioned vertically, above the head of the tallest person present at the range. They will then await further instructions from a Firearms Instructor or Range Officer;
 - k. Shooters shall not move from their line positions until instructed to do so by a Firearms Instructor or Range Officer;

- l. Shooters are not to bend over to pick up anything while on the line, including weapon magazines, until the line has been declared safe by a Firearms Instructor or Range Officer;
- m. Whenever shooting is taking place, all personnel on the range must wear ear protection, safety glasses, and a baseball style cap with a brim that covers the top of their safety glasses.

2. Distance Shooting

- a. Shooting at distances of greater than 75 yards shall only be conducted on Range #1 (also known as the "Main Range" consisting of the turning-target system).
- b. The Police Range Facility gate shall be closed and locked to exclude all unauthorized personnel from the Range Facility.
- c. One officer shall be posted as an observer to announce a cease fire or abort if anyone should enter the Range Facility.
- d. Extended shooting points shall remain within the width of Range #1. No shooting points shall originate to the left of target point #1, or to the right of target point #25. The purpose of this is to prohibit firing at angles across the range from a position that may not be clearly visible or expected.

H. Qualification with Off Duty Firearms.

1. Non-probationary Active members of the Ramapo Police Department may be certified to carry off duty firearms other than their service weapon by successfully completing a qualification course approved by the Range Manager.
2. Off duty weapon qualification courses shall be for firearms of .32 caliber or greater, and officers shall provide the Range Manager or Senior Firearms Instructor with the make, model, serial number, and caliber of the firearm used during the qualification course.
3. Retired members shall be permitted to complete a qualification course for off-duty weapons and upon successful completion, will be provided with a letter from the Range Manager or Senior Firearms Instructor indicating the date that they successfully completed the qualification course. The letter shall include make, model, serial number, and caliber of the firearm used for the qualification course. Their decision to possess a firearm shall be guided by any applicable laws or statutes. Records shall be maintained by the Range Manager.

105.5 Lines of Authority

When firearms are in use or to be used at the Ramapo Police Range Facility, the following personnel are in command of the Range:

- A. The Range Manager, followed by;
- B. the Senior Firearms Instructor, followed by;
- C. the highest ranking Firearms Instructor, followed by;
- D. the highest ranking officer present, followed by;
- E. the highest ranking Range Officer, followed by;
- F. the most senior officer.

105.6 Use of Ramapo Police Range by Outside Agencies

- A. Any outside agency wishing to utilize the Ramapo Police Range Facility, shall request such use in writing to the Chief of Police, and if approved, will be referred to the Ramapo Town Attorney's Office for contract.
- B. Licensees in contract with the Town of Ramapo may use the Ramapo Police Range Facility for Departmental Firearms Training ONLY.
- C. The contract is designed to accommodate the Licensee when no other Range Facility is available for their training. If another location is available to the Licensee, then the Ramapo Police Range Facility shall not be used. Other training, not directly related to firearms, shall be conducted off premises.
- D. Training must be performed under the direct supervision of a Firearms Instructor.
 - 1. Officers may remain at the Ramapo Police Range during a meal period provided that a Firearms Instructor is actually present at the facility.
- E. Only officers actually involved in the training activity and their supervisors, may be present at the Ramapo Police Range Facility.
- F. Under no circumstances shall anyone not covered under the Licensee's Agreement and/or Contract be present at the Range Facility.

- G. Licensees, Trainers, and Trainees shall be familiar with and comply with all provisions of this policy. Failure to comply with this policy will result in the immediate withdrawal of the Agreement and Contract.
 - 1. If for any reason any part of this policy is in question or violation, the Licensee is subject to the direction of the Ramapo Police Officer in Charge (OIC), Range Manager, or Senior Firearms Instructor.
- H. Licensee's or their agent(s) shall provide a copy of the signed contract and schedule all training with the Ramapo Police Range Manager prior to the commencement of any training.
 - 1. The Range Manager should ensure that the Licensee's request does not conflict with any other Range Facility use.
 - 2. The Range Manager shall assure that the working squad OIC is notified of the date, time, and length of training scheduled.
- I. Licensee shall designate one Firearms Instructor as being their Officer in Charge prior to any training.
 - 1. Licensee's OIC shall be responsible to assure compliance with this policy.
 - 2. Licensee's OIC shall notify the Ramapo Police Desk Sergeant on arrival and departure from the Range Facility.
- J. Under No Circumstances shall any agency conduct any activity at the Ramapo Police Range Facility until the Agreement has been executed and filed with the Town of Ramapo Attorney's Office.
- K. Licensee is not authorized to create or possess copies of the Ramapo Police Range Facility access keys without authorization from the Chief of Police or his/her designee.
 - 1. The Range Manager shall maintain records of agencies and individuals authorized to possess access keys to the Police Range Facility and has the authority to revoke those privileges at any time.
- L. Before Rifles are fired, Licensee shall assure that the "C-Shaped" target supports on the Action Target System are removed from the affected target positions. This is to avoid damage to the "C-arm" which is not designed to withstand rifle fire.

OFFICE OF THE COUNTY ATTORNEY
Thomas E. Humbach
County Attorney

September ____, 2024

Town of Orangetown
20 Orangeburg Road
Orangeburg, New York 10962

ATTENTION: Teresa Kenny
Town Supervisor

RE: SECOND AMENDMENT FOR EXTENSION OF TERMS TO THE INTERMUNICIPAL AGREEMENT WITH THE TOWN OF ORANGETOWN POLICE DEPARTMENT AND THE COUNTY OF ROCKLAND ON BEHALF OF THE ROCKLAND COUNTY DISTRICT ATTORNEY'S OFFICE FOR THE LAW ENFORCEMENT ASSISTED DIVERSION (LEAD) PROGRAM.

Original Agreement: October 19, 2022
Authorized By Resolution No.

Dear Supervisor Kenny:

Please consider this letter to be an extension of the above-captioned Intermunicipal Agreement dated October 19, 2022, and as amended on February 8, 2024, extending the term of the Agreement to September 30, 2025, with no additional funds. The total contract amount shall remain a sum not to exceed **TWENTY-SEVEN THOUSAND FIVE HUNDRED AND 00/100 (\$27,500.00) DOLLARS**. Annexed hereto is a revised Schedule A which shall replace the previous Schedule A. All other terms and conditions in the original Agreement dated October 19, 2022, and as amended on February 8, 2024, shall remain the same and in full force and effect.

Please indicate your consent to this Extension letter by signing and returning this letter to me. The Rockland County Charter authorizes the County Executive to execute this Extension letter on behalf of the County. After the County Executive has signed this letter, we will send you a copy.

Thank you.

Very truly yours,

JEANNE GILBERG
Principal Assistant County Attorney

Signatures follow on the next page

TOWN OF ORANGETOWN

Fed. ID: 13-6007311

By: _____
TERESA KENNY
Town Supervisor

Dated: _____

OFFICE OF THE DISTRICT ATTORNEY

(Approved for signature
of the County Executive)

By: _____
THOMAS E. WALSH, II
District Attorney

Dated: _____

COUNTY OF ROCKLAND

By: _____
EDWIN J. DAY
COUNTY EXECUTIVE

Dated: _____

JG:bc
2021-02816

Contract Request Schedule "A"*(A detailed schedule of the work or services to be provided)*

Statement of Work (SOW) – *(The Statement of Work shall define the tasks required for the successful completion of the County's goals and objectives ensuring all minimum requirements are met.)*

The Orangetown Police Department (OPD) will participate in the pilot and ongoing Law Enforcement Assisted Diversion (LEAD) program. OPD will provide a screen for Peer Recovery involvement of eligible offenders. OPD will contact the Peer assigned to come and meet with the identified eligible offender. OPD will provide the space for the Peer meeting and remote assessment if needed.

OPD will attend a two-hour Crisis Intervention Training for all police officers involved with the LEAD program over the grant period of three years.

Contract Deliverables – *(Contract Deliverables are the outputs associated with the Statement of Work. Sample Deliverables include, draft reports, final reports, assessments, studies, meetings, public hearings, number of clients served within a specified time period.)*

OPD will provide completed LEAD Police Forms
 OPD will contact the Peer Recovery person from Foundations Recovery Center
 OPD will provide offenders with appearance tickets
 OPD will attend LEAD training

Cost/Price & Payment Section – *(Total/Estimated contract costs shall be defined as well as method of payment. Define if this is a Completion Contract (paid in full when contract is completed) or if this is a Level of Effort Contract (progress payments will be made upon the completion of certain milestones/deliverables). If progress payments are to be made, the milestones/deliverable for payment must be clearly defined. Retainage requirements shall also be clearly defined.)*

The cost for 1/1/21 through 9/30/25 totals \$27,500

Supporting Documentation – *(Supporting Documentation such as copies of vendor's proposals, technical data or drawings should also be included.)*

N/A

Insurance Certificates - *(All required insurance certificates; General Liability, Automotive, Professional Liability, Workman's Compensation and Disability shall be included with each contract request and contract extension request.)*

N/A



11 Grace Avenue, Suite 308
Great Neck, New York 11021
Phone: 516-487-9815
rtortora@capmark.org

Financial Advisory Services Agreement

This Agreement has been entered into this _____ day of _____, 202__ by and between the Town of Orangetown, New York ("Town") and Capital Markets Advisors, LLC ("CMA"), a limited liability company created under the laws of the State of New York and having its principal place of business at 11 Grace Avenue, Suite 308, Great Neck, New York 11021.

Section 1 Financial Advisory Services

CMA will provide the following services in connection with bond, note and lease financings (the "Issue"), undertaken by the Town during the term of this Agreement.

- 1.01 Discuss plan of financing to include structure for debt issuance, taking into consideration such factors as State Building aid, local resources, market conditions, budget constraints, projected repayment requirements and future capital needs.
- 1.02 Make presentations to the Board and members of the public concerning the debt issuance process, the credit rating process, interest rates and the budget impact resulting from the debt issue, at the Town's request.
- 1.03 Prepare or assist in the preparation of financing documents, as required by the Town, including but not limited to: term sheet, official statement, notice of sale and bid sheet, request for a credit rating, request for municipal bond insurance, DTC Letter of Representations, debt statement and pre-sale or post-sale analysis, if requested.
- 1.04 Recommend alternative financing methods and use of credit enhancement when appropriate.
- 1.05 Maintain relationships with the credit rating agencies, coordinate presentations as needed and conduct presentation preparation as necessary.
- 1.06 Upon the request of the Town, CMA will assist the Town in the selection of other service providers necessary to conduct each Issue including but not limited to bond counsel, rating agencies, bond insurers, underwriters, trustee, verification agent and financial printer, if appropriate.
- 1.07 Prepare and maintain a financing schedule, cost of issue for refunding transactions, list of participants, and take such other actions requested by the Town to efficiently manage each Issue in order to meet the Town's objectives.
- 1.08 Participate in the sale of the debt and confirm net interest cost or true interest cost calculation.
- 1.09 Assist with the closing of the Issue and verify receipt of Issue proceeds.
- 1.10 Prepare and file required Continuing Disclosure and material event notices as required by SEC Rule 15c2-12.

Section 2 Compensation

- 2.01 For CMA's performance of services on behalf of the Town as described in Section 1 hereof, CMA's fees, some of which are contingent on an issue closing or its size, will be as follows:
- For a new money bond issue: a base fee of \$10,300 plus \$0.52 per \$1,000 of bonds issued
 - For note issues: a base fee of \$5,150 plus \$0.27 per \$1,000 of notes issued
 - For refunding bond issues: a base fee of \$17,500 plus \$1.00 per \$1,000 of bonds issued
 - For note issues sold with a Term Sheet and without an Official Statement: \$3,600
 - For capital lease issues: a base fee of \$7,500 plus \$0.60 per \$1,000 of lease amount
 - For Continuing Disclosure inclusive of any required Material Event Notices: \$2,700 annually, and
 - For services unrelated to a bond or note issuance: an hourly fee of \$200 per hour
- 2.02 The Town will pay normal issuance costs such as printing, distribution, postage, photocopying, overnight delivery, Bond Counsel, rating agency and other associated expenses.
- 2.03 Payment of CMA's compensation is due within 30 days of receipt of CMA's invoice following the closing of the financing.

Section 3 Term of Agreement

The term of this Agreement shall be from the date hereof to December 31, 2026.

Section 4 Disclosure

CMA does not assume the responsibilities of the Town, nor the responsibilities of the other professionals and vendors representing the Town, in the provision of services and the preparation of financing documents for financings under this agreement. CMA accepts the relationship of trust and confidence established between it and the Town. CMA agrees to furnish its best skill and judgment in the performance of its services in the most expeditious and economical manner consistent with the interests of the Town. Information obtained by CMA, either through its own efforts or provided by the Town, included in the financing documents, or otherwise provided to the Town, is by reason of experience and professional judgment, believed to be accurate; however, such information is not guaranteed by CMA. However, nothing in this paragraph shall relieve CMA from liability due to negligence or want of due diligence in the performance of its services.

Section 5 Required Regulatory Disclosure

Municipal Advisor Regulators

Municipal Securities Rulemaking Board ("MSRB") Rule G-10 requires that municipal advisors, including CMA, provide to their clients the following information once each calendar year: (i) CMA is registered as an independent municipal advisor with the MSRB and the US Securities and Exchange Commission ("SEC"); (ii) CMA is subject to the regulations and rules on municipal advisory activities established by the SEC and MSRB; (iii) the website for the MSRB

is www.msrb.org and the website for the SEC is www.sec.gov and (iv) in addition to having educational materials about the municipal securities market, the MSRB website has a municipal advisory client brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with the appropriate regulatory authority.

Conflicts of Interest Disclosure

CMA is an MSRB Registered Municipal Advisor that conducts all municipal advisory activities subject to the fiduciary standards of conduct. MSRB Rule G-42 requires that municipal advisors disclose to their clients any actual or potential material conflict of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist, municipal advisors are required to provide a written statement to that effect.

To the best of CMA's knowledge and belief, neither CMA nor any associated person has any material undisclosed conflict of interest.

- CMA has no financial interest in, nor does CMA receive any undisclosed compensation from, any firm or person that CMA may use in providing any advice, service, or product to or on behalf of any CMA client.
- CMA does not pay contracted MSRB registered solicitors or other MSRB registered municipal advisors directly or indirectly in order to obtain or retain an engagement to perform municipal advisory services for any municipal entity.
- CMA does not receive any payments from a third party to enlist CMA's recommendation of services, municipal securities transactions, or any municipal financial product or service.
- CMA does not have any fee-splitting arrangements with any provider of investments or services to any municipal entity.
- A municipal advisor, including CMA, that is compensated via a contingency fee agreement, has a material conflict of interest arising from compensation for municipal advisory activities performed that are contingent on the size or closing of such transaction for which it is providing advice. This conflict of interest exists if CMA should fail to get paid for its work on a transaction in the event that transaction does not close. Contingency fee agreements are not uncommon or illegal, but the inherent, material conflict of interest that results from such an agreement must be disclosed to the client.
- CMA services a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of other municipal clients. These other clients may, from time to time and depending on specific circumstances, have competing interests, such as accessing the market with the most advantageous timing. In acting in the interests of its various clients, CMA could potentially face a conflict of interest arising from these competing client interests. However, none of these other engagements or relationships would impair CMA's ability to fulfill its regulatory duties to its municipal clients.
- There are no other actual conflicts of interest that could reasonably be anticipated to impair CMA's ability to provide advice to any municipal entity in accordance with the standard of fiduciary conduct.

Information Regarding Legal Events and Disciplinary History Disclosure

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to the client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

- CMA and two of its Associated Persons are currently subject to a legal event that could be material to a client's evaluation of the Firm.

- CMA's Form MA and Form MA-Is for each of the Firm's Associated Persons are posted in the Edgar Database located on the U.S. Securities and Exchange Commission's website (www.sec.gov).
- CMA has made a legal event disclosure on its Form MA and two of its Associated Persons' Form MA-I's filed with the U.S. Securities and Exchange Commission.

Future Supplemental Disclosures

As required by MSRB Rule G-42, these disclosures may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described, or to provide information with regard to any legal or disciplinary events. CMA will provide its municipal clients with any supplement or amendment as it becomes available throughout the terms of each agreement or contract.

Section 6 Binding Effect

All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any competent court, this agreement shall be interpreted as if such invalid agreements or covenants were not contained herein, and the remaining provisions of this agreement shall remain in full force and effect. Each party hereto represents and warrants that this agreement has been duly authorized and executed by it and constitutes its valid and binding agreement.

Section 7 Modification and Termination

This Agreement contains the entire agreement of the parties. It may be amended in whole or in part from time to time in writing by mutual consent of the parties. Either the Town or CMA can terminate this agreement, with or without cause, on thirty (30) days written notice to the other without incurring any further liability hereunder.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year set forth below.

CAPITAL MARKETS ADVISORS, LLC

TOWN OF ORANGETOWN, NEW YORK

Richard Tortora

Richard Tortora
President

By: _____

Name: _____

Title: _____

WARRANT

Warrant Reference	Warrant #	Amount
Approved for payment in the amount of		
	122724	\$ 703,256.44
	123024	\$ 135,067.11 utilities & other
	010825	\$ 1,164,175.39 utilities & other
	011525	\$ 367,678.64 utilities & other
	122824	\$ 1,018,642.34
	012825	\$ 184,180.49
		\$ 3,573,000.41

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

APPROVAL FOR PAYMENT

AUDITING BOARD

Councilman Gerald Bottari

Councilman Paul Valentine

Councilman Daniel Sullivan

Councilman Brian Donohue

Supervisor Teresa M. Kenny

**TOWN OF ORANGETOWN
FINANCE OFFICE MEMORANDUM**

TO: THE TOWN BOARD
FROM: JEFF BENCIK, *DIRECTOR OF FINANCE*
SUBJECT: AUDIT MEMO
DATE: 1/23/25
CC: DEPARTMENT HEADS



The audit for the Town Board Meeting of 1/28/2025 consists of 6 warrants for a total of \$3,573,000.41.

The first warrant had 3 vouchers for \$703,256 and had the following items of interest (2024 items).

1. Commissioner of Finance (p1) - \$566,842 for tax certiorari.
2. Turco Golf (p1) - \$122,090 for Blue Hill bunker project.

The second warrant had 36 vouchers for \$135,067 and was for utilities (2024 items).

The third warrant had 35 vouchers for \$1,164,175 and had the following items of interest (2025 items).

3. Guardian (p3) - \$14,467 for Police dental insurance.
4. NYPA (p4) - \$21,237 for street light project.
5. NYS Dept. of Civil Service (p4) - \$1,058,253 for healthcare benefits.

The fourth warrant had 36 vouchers for \$367,678 and had the following items of interest (2025 items).

6. Troon Golf (p4) \$203,395 for golf course maintenance contracts.

The fifth warrant had 89 vouchers for \$1,018,642 and had the following items of interest (2024 items).

7. Capasso & Sons (p7) - \$102,926 for recycling.
8. Commissioner of Finance (p8) - \$426,753 for Community College Chargebacks.
9. Commissioner of Finance (p9) - \$38,250 for Police training.
10. Cotter, Michael (p9) - \$10,450 for title searches.

11. Global Montello (p13) - \$46,004 for fuel.
12. Helmke Industries (p15) - \$13,105 for OHA snow removal.
13. Joe Lombardo Plumbing & Heating (p17) - \$8,932 for HVAC seasonal startup.
14. Keane & Beane (p18) - \$10,672 for outside counsel.
15. Precision Electric Motor Works (p21) - \$38,685 for sewer pump repair.
16. Rockland County Solid Waste Management (p23) - \$8,065 for compactor rental.
17. Slack Chemical Co. (p25) - \$17,095 for sewer chemicals.
18. Trane (p29) - \$152,174 for replacement HVAC units at DEME building.
19. Tilcon NY (p54) - \$6,086 for Highway materials.
20. Verde Electric (p58) - \$17,992 for traffic signal maintenance.

The sixth warrant had 92 vouchers for \$184,180 and had the following items of interest (2025 items).

21. Atlantic Salt (p4) - \$52,166 for Highway salt purchases.
22. Capture Point (p6) - \$5,600 for community pass recreation.
23. Goosetown Enterprises (p14) - \$11,050 for equipment leases.
24. ICC Community Development (p16) - \$22,343 for Laserfiche renewal.
25. Visual Computer Solutions (p29) - \$6,265 for Police leases.

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

Jeffrey W. Bencik, CFA
845-359-5100 x2204