

TOWN OF ORANGETOWN FURNITURE DONATION	
	NUMBER
U SHAPED DESKS	12
L SHAPED DESKS	9
STRAIGHT DESKS	2
FILING CABINETS	4
EXECUTIVE CHAIRS	27
DESK CHAIRS	33
GUEST CHAIRS	49
COUCH	1
SEATING	2
SMALL TABLES	4
DRY ERASE BOARDS	6
LUNCH ROOM TABLES AND CHAIRS	2T/6 CHAIRS
CONFERENCE TABLE AND CHAIRS	1T/8 CHAIRS
COMPUTER DESK - IT	1

No Bid (#)	Mini-Bid #	Contractor	Contract #	Reason for No Bid



Department of Environmental Management and Engineering
Town of Orangetown

127 Route 303 Orangeburg New York 10962
Tel: (845) 359-6502 • Fax: (845) 359-6951

TOWN OF ORANGETOWN

DEME

CONTRACT DOCUMENTS FOR

ITB-DEME-001-2024

**ONE (1) 2024-Chevrolet Silverado 3500HD
Reg Chassis WT 4WD in Summit White
With Dump Body as per Attached Specification
For Immediate Delivery
3 Day Listing**

**EAMON REILLY
COMMISSIONER OF DEME**

ITB-DEME-001-2024

SEALED BIDS WILL BE RECEIVED by the Commissioner of DEME of the Town of Orangetown at the **Town Clerk's Office, No. 26 Orangeburg Road, Orangeburg, New York** until 10:00AM on Tuesday, May 21, 2024 and will be publicly opened and read aloud at 11:00 A.M. on Tuesday, May 21, 2024 at the **Town of Orangetown Town Hall** for furnishing **ONE (1) 2024-Chevrolet Silverado 3500HD Reg Chassis WT 4WD in Summit White with Dump Body as per Attached Specification** in stock and available for immediate delivery that meets the specifications that are attached to this Invitation to Bid, in accordance with the Contract Documents on file with and which may be obtained at the Town Clerk's Office.

The Commissioner of DEME will review all bids and will make a determination to award the purchase contract.

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

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

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

No contract is deemed to have been created until approved by the Commissioner of DEME, pursuant to the prior approval of the Town Board, and the Town Attorney, and until after it has been executed by the Supervisor of the Town of Orangetown, at the direction of the Town Board. All contracts are subject to appropriations approved by the Town Board, after having been provided for in the Town Budget.

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

DATED May 16, 2024

Eamon Reilly
Commissioner of DEME

Rosanna Sfraga

TOWN CLERK

ITB-DEME-001-2024

PROPOSAL

TO: **TOWN BOARD, TOWN OF ORANGETOWN, TOWN HALL
NO. 26 ORANGEBURG ROAD, ORANGEBURG, NEW YORK 10962**

THE UNDERSIGNED, having a principal place of business at

(Permanent street address is required if mailing address is different. Please include contact name and telephone number.), and being experienced and responsible for the performance of same, proposes to furnish and deliver to the Town of Orangetown, DEME, **ONE (1) 2024-Chevrolet Silverado 3500HD Reg Chassis WT 4WD in Summit White with Dump Body as per Attached Specification**, in accordance with the Specifications and Contract Documents hereto attached and available for immediate delivery, as follows.

ITEM	Unit Price	Total Price
ONE(1)2024-Chevrolet Silverado 3500HD Reg Chassis WT 4WD in Summit White with Dump Body as per Attached Specification	\$ _____	\$ _____

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

All bids will be honored for one (1) year from the date of the Agreement. Delivery shall be made within 48 hours from the date of notification of award, unless waived at the discretion of the Commissioner of DEME.

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

ITB-DEME-001-2024

This is subject to appropriations approved by the Town Board.

DATE:

NAME

TITLE

FIRM NAME

TELEPHONE
NUMBER

ITB-DEME-001-2024

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 forgoing 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 off 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,

ITB-DEME-001-2024

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:

BY:

FOR:

ITB-DEME-001-2024

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20__ between the TOWN OF ORANGETOWN, a municipal corporation located in the County of Rockland, State of New York, party of the first part, hereinafter called the "TOWN", and _____, a domestic corporation having its principal place of business at _____ party of the second part, hereinafter called the "CONTRACTOR" (Include contact name and telephone number).

Whereas, the contractor has submitted a Proposal to supply and deliver **One (1) New OXFORD WHITE 2023 Ford Transit 250 Medium Roof 148” Wheelbase Cargo Van RWD** to the Town of Orangetown, DEME Storage Yard, in accordance with the Specifications and other Contract Documents attached hereto and made a part hereof for the following prices:

ITEM	Unit Price	Total Price
ONE (1) 2024-Chevrolet Silverado 3500HD Reg Chassis WT 4WD in Summit White with Dump Body as per Attached Specification	\$ _____	\$ _____

And WHEREAS, the Town of Orangetown is desirous of purchasing said **ONE (1) 2024-Chevrolet Silverado 3500HD Reg Chassis WT 4WD in Summit White with Dump Body as per Attached Specification** at the prices indicated above, NOW THEREFORE, IT IS UNDERSTOOD AND AGREED AS FOLLOWS:

1. The Contractor agrees to furnish and the Town agrees to purchase the above described vehicle at the price indicated above.
2. All deliveries shall be subject to examination by the Town and where it is found that they do not comply with the Specifications or are found defective in any manner, they shall be rejected and returned to the Contractor at his expense.
3. The prices listed herein shall remain firm for a period of one (1) year from the date of this Agreement.

ITB-DEME-001-2024

4. No sales tax or other taxes will be charged to the Town. The Town will furnish to the Contractor such proof of tax exemption as may be required by law. All invoices and claims for payment will be sent to the Orangetown DEME, Route 303, Orangeburg, New York.
5. In the hiring of employees for the performance of work under this Contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on his behalf of such contractor or subcontractor, shall by reason of race, color or sex discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee for the performance of work under this Contract on account of race, creed, color, sex or national origin.
6. Upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority, or with any public department, agency or official of the State or any political subdivision thereof, or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, (a) such person, and any firm, partnership, or corporation of which he is a member, partner, director, or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal, and (b) any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty-nine, or with any fire district or any agency or official thereof, on or after the first day of September, nineteen hundred sixty, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.
7. The Proposal and Non-Collusion Statement made pursuant to Section 103d of the General Municipal Law, and the Specifications provided for in the Contract Documents herein are made a part hereof, as though set forth at length herein.

ITB-DEME-001-2024

8. The Contractor has complied with all conditions precedent hereto required to be complied with by him.
9. The Contractor shall promptly comply with all Federal, State, and Local Laws concerning the subject matter herein.
10. By the acceptance of the labor, materials and supplies delivered pursuant to this Agreement, the Town does not waive any of the terms and conditions of this Agreement.
11. No contract is deemed to have been created until approved by a Town Board Resolution and the Town Attorney, and until after it has been executed by the Supervisor of the Town of Orangetown, at the direction of the Town Board. All contracts are subject to appropriations approved by the Town Board, after having been provided for in the Town Budget.

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

ATTEST:

TOWN CLERK (SEAL)

ATTEST:

SECRETARY (SEAL)

TOWN OF ORANGETOWN

BY:

SUPERVISOR

TOWN OF ORANGETOWN
DEME

BY:

COMMISSIONER

CONTRACTOR AND/OR
CONTRACTING FIRM/
CORPORATION

BY:

ITB-DEME-060-2022

STATE OF NEW YORK)

SS.

COUNTY OF ROCKLAND)

On the _____ day of _____, 20__, before me personally came TERESA KENNY, to me known and known to me to be the same person who subscribed the foregoing instrument, and who by me being duly sworn did say he resides in Rockland County, New York and that she is the Supervisor of the Town of Orangetown, the corporation described in and which executed the above instrument; that she knows the seal of said corporation and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and was hereto affixed by order of the Town Board of said corporation, and that she signed the same as Chief Fiscal Officer of said Town of Orangetown by virtue of a like order of the said Town Board.

Notary Public

STATE OF NEW YORK)

SS.

COUNTY OF ROCKLAND)

On the _____ day of _____, 20__, before me personally came EAMON REILLY, to me known and known to me to be the same person who subscribed the foregoing instrument, and who by me being duly sworn did say he resides in Rockland County, New York and that he is the Supervisor of the Town of Orangetown, the corporation described in and which executed the above instrument; that he knows the seal of said corporation and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and was hereto affixed by order of the Town Board of said corporation, and that he signed the same as Chief Fiscal Officer of said Town of Orangetown by virtue of a like order of the said Town Board.

Notary Public

ITB-DEME-060-2022

CERTIFICATION OF TOWN ATTORNEY

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

DATED: _____

Robert Magrino, Town Attorney

ITB-DEME-060-2022

ONE (1) 2024-Chevrolet Silverado 3500HD Reg Chassis WT 4WD in Summit White With Dump Body as per Attached Specification

3 Day Listing

FOR IMMEDIATE DELIVERY

COMPLIANCE TO SPECIFICATION

It shall be bidder's responsibility to examine each item of specification. The bidder shall indicate 100% compliance by checking "YES". Any deviation from the specification as written must be marked "NO" for each line item. Unilateral interpretations will not be accepted! Failure to offer a properly completed bid or failure to respond accurately to each individual item of the technical specification may cause the offender's bid to be rejected. Where the bidder answers "NO", all such variances, exceptions, and/or deviations shall be fully described in writing, identified by section, line item on attachment marked "Exceptions/Deviations". Any space left blank shall be considered non-compliant. NO VERBAL INTERPRETATIONS WILL BE ACCEPTED! In addition, NO deviations below "minimum" specifications as written will be accepted. Bidders shall not use deceit or false statements in responding to written specifications as such may be cause for rejection of bid and/or other penalties.

EQUIVALENT PRODUCT STATEMENT

Bids will be accepted for consideration on any make or model that is equal or superior to the ONE (1) 2023-Ford Transit Cargo Van 250 Medium Roof and 148" Wheelbase in Oxford White that is described in the specification. Decisions of equivalency will be at the sole interpretation of the Town of Orangetown DEME Department. A blanket statement that equipment proposed will meet all requirements will not be sufficient to establish equivalence. Original manufacturer's brochures of the proposed unit are to be submitted with the proposal.

All modifications made to the standard production unit described in the manufacturer's brochures must be certified by the manufacturer and submitted with the bid, or the bid will be deemed "non-responsive" and rejected without further review. Bidder must be prepared to demonstrate a unit similar to the one proposed, if requested.

Specification

ONE (1) 2024-Chevrolet Silverado 3500HD Reg Chassis WT 4WD in Summit White With Dump Body

Chassis:

Engine: 6.6L V8 Gasoline

Transmission: Allison 10-Speed Automatic

Color: Summit White

Interior Color: Jet Black

All Standard Equipment Except where replaced or modified by the following options:

- WT Convenience Package
 - Deep Tinted Glass
 - Rear Window Defogger
 - Cruise Control
- Trailering Mirrors – Heated, Power Adjustable, Auto Dimming, with Turn Indicators
- Snow Plow Prep/Camper Package
 - 220 Amp Alternator
 - Increased Front GAWR
 - Skid Plates
 - Roof Emergency Light Provisions w/ Pass Through
- Upfitter Switch Kit (5)
- Battery, Auxiliary, 730 CCA/70Amp-Hr
- SiriusXM Audio w/SXM Trial Subscription
- Chrome Bumpers
- Rear Camera Kit
- Rear Axle Ratio 3.73
- GVWR 14,000 Lbs
- 17" Painted Steel Wheels

Dump Body:

Model Airflo9F2-3Y

- All 10 Gauge Construction
- Double Wall Construction Sides
- 3" Structural Steel Cross Sills on 12" Centers

- **5" Structural Steel Long Sills**
- **Vertical Braces Sides and Tailgate**
- **¼ Cab Shield with Screen Windows**
- **Boxed Top Rails**
- **Single Handle Tailgate Release**
- **Scissors Type Hoist – Electric/Hydraulic – Double Acting – 9 Ton**
- **Buyers Plate Class V Pintle/Ball Combo**
- **Integral Pull Tard**
- **Trailer Plug**
- **Body Painted Black and Installed**
- **Backup Camera Installed**
- **Boy Up Light and Buzzer**



**Department of Environmental Management and Engineering
Town of Orangetown**

127 Route 303 Orangeburg New York 10962
Tel: (845) 359-6502 • Fax: (845) 359-6951

TOWN OF ORANGETOWN

DEME

CONTRACT DOCUMENTS FOR

ITB-DEME-001-2024

**ONE (1) 2024-Chevrolet Silverado 3500HD
Reg Chassis WT 4WD in Summit White
With Dump Body as per Attached Specification
For Immediate Delivery
*3 Day Listing***

**EAMON REILLY
COMMISSIONER OF DEME**

ITB-DEME-001-2024

SEALED BIDS WILL BE RECEIVED by the Commissioner of DEME of the Town of Orangetown at the **Town Clerk's Office, No. 26 Orangeburg Road, Orangeburg, New York** until 10:00AM on Tuesday, May 21, 2024 and will be publicly opened and read aloud at 11:00 A.M. on Tuesday, May 21, 2024 at the **Town of Orangetown Town Hall** for furnishing **ONE (1) 2024-Chevrolet Silverado 3500HD Reg Chassis WT 4WD in Summit White with Dump Body as per Attached Specification** in stock and available for immediate delivery that meets the specifications that are attached to this Invitation to Bid, in accordance with the Contract Documents on file with and which may be obtained at the Town Clerk's Office.

The Commissioner of DEME will review all bids and will make a determination to award the purchase contract.

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

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

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

No contract is deemed to have been created until approved by the Commissioner of DEME, pursuant to the prior approval of the Town Board, and the Town Attorney, and until after it has been executed by the Supervisor of the Town of Orangetown, at the direction of the Town Board. All contracts are subject to appropriations approved by the Town Board, after having been provided for in the Town Budget.

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

DATED May 16, 2024

Eamon Reilly
Commissioner of DEME

Rosanna Sfraga

TOWN CLERK

ITB-DEME-001-2024

PROPOSAL

TO: **TOWN BOARD, TOWN OF ORANGETOWN, TOWN HALL
NO. 26 ORANGEBURG ROAD, ORANGEBURG, NEW YORK 10962**

THE UNDERSIGNED, having a principal place of business at

84 FEDERAL RD, DANBURY CT 06810

(Permanent street address is required if mailing address is different. Please include contact name and telephone number.), and being experienced and responsible for the performance of same, proposes to furnish and deliver to the Town of Orangetown, DEME, **ONE (1) 2024-Chevrolet Silverado 3500HD Reg Chassis WT 4WD in Summit White with Dump Body as per Attached Specification**, in accordance with the Specifications and Contract Documents hereto attached and available for immediate delivery, as follows.

ITEM	Unit Price	Total Price
ONE(1)2024-Chevrolet Silverado 3500HD Reg Chassis WT 4WD in Summit White with Dump Body as per Attached Specification	\$ <u>67197</u>	\$ <u>67197</u>

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

All bids will be honored for one (1) year from the date of the Agreement. Delivery shall be made within 48 hours from the date of notification of award, unless waived at the discretion of the Commissioner of DEME.

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

ITB-DEME-001-2024

This is subject to appropriations approved by the Town Board.

DATE:

5/20/2024

NAME

Dominic Laurita

TITLE

Commercial Sales Manager

FIRM NAME

Frygersoll Auto of Danbury

TELEPHONE

NUMBER

203-730-5766

Cell 203-417-6559

ITB-DEME-001-2024

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 forgoing 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 off 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,

ITB-DEME-001-2024

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:

5/20/2024

BY:

Dominic Laurita

FOR:

Ingersoll Auto of Danbury

ITB-DEME-001-2024

AGREEMENT

THIS AGREEMENT, made and entered into this 20 day of MAY, 2024 between the TOWN OF ORANGETOWN, a municipal corporation located in the County of Rockland, State of New York, party of the first part, hereinafter called the "TOWN", and Ingersoll Auto of Danbury, a domestic corporation having its principal place of business at 54 Federal Rd Danbury, CT party of the second part, hereinafter called the "CONTRACTOR" (Include contact name and telephone number).

Whereas, the contractor has submitted a Proposal to supply and deliver **One (1) New OXFORD WHITE 2023 Ford Transit 250 Medium Roof 148" Wheelbase Cargo Van RWD** to the Town of Orangetown, DEME Storage Yard, in accordance with the Specifications and other Contract Documents attached hereto and made a part hereof for the following prices:

ITEM	Unit Price	Total Price
ONE (1) 2024-Chevrolet Silverado 3500HD Reg Chassis WT 4WD in Summit White with Dump Body as per Attached Specification	\$ <u>67197</u>	\$ <u>67197</u>

And WHEREAS, the Town of Orangetown is desirous of purchasing said **ONE (1) 2024-Chevrolet Silverado 3500HD Reg Chassis WT 4WD in Summit White with Dump Body as per Attached Specification** at the prices indicated above, NOW THEREFORE, IT IS UNDERSTOOD AND AGREED AS FOLLOWS:

1. The Contractor agrees to furnish and the Town agrees to purchase the above described vehicle at the price indicated above.
2. All deliveries shall be subject to examination by the Town and where it is found that they do not comply with the Specifications or are found defective in any manner, they shall be rejected and returned to the Contractor at his expense.
3. The prices listed herein shall remain firm for a period of one (1) year from the date of this Agreement.

ITB-DEME-001-2024

4. No sales tax or other taxes will be charged to the Town. The Town will furnish to the Contractor such proof of tax exemption as may be required by law. All invoices and claims for payment will be sent to the Orangetown DEME, Route 303, Orangeburg, New York.
5. In the hiring of employees for the performance of work under this Contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on his behalf of such contractor or subcontractor, shall by reason of race, color or sex discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee for the performance of work under this Contract on account of race, creed, color, sex or national origin.
6. Upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority, or with any public department, agency or official of the State or any political subdivision thereof, or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, (a) such person, and any firm, partnership, or corporation of which he is a member, partner, director, or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal, and (b) any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty-nine, or with any fire district or any agency or official thereof, on or after the first day of September, nineteen hundred sixty, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.
7. The Proposal and Non-Collusion Statement made pursuant to Section 103d of the General Municipal Law, and the Specifications provided for in the Contract Documents herein are made a part hereof, as though set forth at length herein.

ITB-DEME-001-2024

8. The Contractor has complied with all conditions precedent hereto required to be complied with by him.
9. The Contractor shall promptly comply with all Federal, State, and Local Laws concerning the subject matter herein.
10. By the acceptance of the labor, materials and supplies delivered pursuant to this Agreement, the Town does not waive any of the terms and conditions of this Agreement.
11. No contract is deemed to have been created until approved by a Town Board Resolution and the Town Attorney, and until after it has been executed by the Supervisor of the Town of Orangetown, at the direction of the Town Board. All contracts are subject to appropriations approved by the Town Board, after having been provided for in the Town Budget.

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

ATTEST:



TOWN CLERK (SEAL)

TOWN OF ORANGETOWN

BY:

SUPERVISOR

TOWN OF ORANGETOWN
DEME

BY:



COMMISSIONER

ATTEST:

SECRETARY (SEAL)

Ingersoll Auto of Danbury
CONTRACTOR AND/OR
CONTRACTING FIRM/
CORPORATION

BY: 

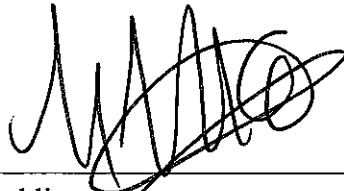


Dominic Laurik

Cell # 203-417-6559

ITB-DEME-060-2022

CT
STATE OF ~~NEW YORK~~)
: ss :
COUNTY OF Litchfield)

On the 20 day of MAY, 2024, before me, the undersigned a Notary Public in and for said state, personally appeared Dominic Laurita, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which individual(s) acted, executed the instrument.

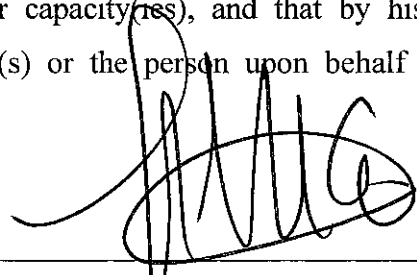


Notary Public

CT
STATE OF ~~NEW YORK~~)
: ss :
COUNTY OF Litchfield)

NICOLE MARIE EDELMANN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES MARCH 31, 2027

On the 20 day of may, 2024, before me, the undersigned a Notary Public in and for said state, personally appeared Dominic Laurita, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which individual(s) acted, executed the instrument.



Notary Public

NICOLE MARIE EDELMANN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES MARCH 31, 2027

ITB-DEME-060-2022

STATE OF NEW YORK)

ss.

COUNTY OF ROCKLAND)

On the _____ day of _____, 20__, before me personally came TERESA KENNY, to me known and known to me to be the same person who subscribed the foregoing instrument, and who by me being duly sworn did say he resides in Rockland County, New York and that she is the Supervisor of the Town of Orangetown, the corporation described in and which executed the above instrument; that she knows the seal of said corporation and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and was hereto affixed by order of the Town Board of said corporation, and that she signed the same as Chief Fiscal Officer of said Town of Orangetown by virtue of a like order of the said Town Board.

Notary Public

STATE OF NEW YORK)

ss.

COUNTY OF ROCKLAND)

On the _____ day of _____, 20__, before me personally came EAMON REILLY, to me known and known to me to be the same person who subscribed the foregoing instrument, and who by me being duly sworn did say he resides in Rockland County, New York and that he is the Supervisor of the Town of Orangetown, the corporation described in and which executed the above instrument; that he knows the seal of said corporation and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and was hereto affixed by order of the Town Board of said corporation, and that he signed the same as Chief Fiscal Officer of said Town of Orangetown by virtue of a like order of the said Town Board.

Notary Public

ITB-DEME-060-2022

CERTIFICATION OF TOWN ATTORNEY

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

DATED: _____

Robert Magrino, Town Attorney

ITB-DEME-060-2022

ONE (1) 2024-Chevrolet Silverado 3500HD
Reg Chassis WT 4WD in Summit White
With Dump Body as per Attached Specification

3 Day Listing

FOR IMMEDIATE DELIVERY

COMPLIANCE TO SPECIFICATION

It shall be bidder's responsibility to examine each item of specification. The bidder shall indicate 100% compliance by checking "YES". Any deviation from the specification as written must be marked "NO" for each line item. Unilateral interpretations will not be accepted! Failure to offer a properly completed bid or failure to respond accurately to each individual item of the technical specification may cause the offender's bid to be rejected. Where the bidder answers "NO", all such variances, exceptions, and/or deviations shall be fully described in writing, identified by section, line item on attachment marked "Exceptions/Deviations". Any space left blank shall be considered non-compliant. NO VERBAL INTERPRETATIONS WILL BE ACCEPTED! In addition, NO deviations below "minimum" specifications as written will be accepted. Bidders shall not use deceit or false statements in responding to written specifications as such may be cause for rejection of bid and/or other penalties.

EQUIVALENT PRODUCT STATEMENT

Bids will be accepted for consideration on any make or model that is equal or superior to the ONE (1) 2023-Ford Transit Cargo Van 250 Medium Roof and 148" Wheelbase in Oxford White that is described in the specification. Decisions of equivalency will be at the sole interpretation of the Town of Orangetown DEME Department. A blanket statement that equipment proposed will meet all requirements will not be sufficient to establish equivalence. Original manufacturer's brochures of the proposed unit are to be submitted with the proposal.

All modifications made to the standard production unit described in the manufacturer's brochures must be certified by the manufacturer and submitted with the bid, or the bid will be deemed "non-responsive" and rejected without further review. Bidder must be prepared to demonstrate a unit similar to the one proposed, if requested.

Specification

ONE (1) 2024-Chevrolet Silverado 3500HD Reg Chassis WT 4WD in Summit White With Dump Body

Chassis:

Engine: 6.6L V8 Gasoline

Transmission: Allison 10-Speed Automatic

Color: Summit White

Interior Color: Jet Black

All Standard Equipment Except where replaced or modified by the following options:

- **WT Convenience Package**
 - Deep Tinted Glass
 - Rear Window Defogger
 - Cruise Control
- **Trailer Mirrors – Heated, Power Adjustable, Auto Dimming, with Turn Indicators**
- **Snow Plow Prep/Camper Package**
 - 220 Amp Alternator
 - Increased Front GAWR
 - Skid Plates
 - Roof Emergency Light Provisions w/ Pass Through
- **Upfitter Switch Kit (5)**
- **Battery, Auxiliary, 730 CCA/70Amp-Hr**
- **SiriusXM Audio w/SXM Trial Subscription**
- **Chrome Bumpers**
- **Rear Camera Kit**
- **Rear Axle Ratio 3.73**
- **GVWR 14,000 Lbs.**
- **17" Painted Steel Wheels**

Dump Body:

Model Airflo9F2-3Y

- **All 10 Gauge Construction**
- **Double Wall Construction Sides**
- **3" Structural Steel Cross Sills on 12" Centers**

- 5" Structural Steel Long Sills
- Vertical Braces Sides and Tailgate
- ¼ Cab Shield with Screen Windows
- Boxed Top Rails
- Single Handle Tailgate Release
- Scissors Type Hoist – Electric/Hydraulic – Double Acting – 9 Ton
- Buyers Plate Class V Pintle/Ball Combo
- Integral Pull Tard
- Trailer Plug
- Body Painted Black and Installed
- Backup Camera Installed
- Boy Up Light and Buzzer

Yes, there is 100%
Compliance

Comm. Sales Mgr

Ingersoll Auto of Danbury

Ingersoll Auto of Danbury
84 Federal Rd
Danbury, CT 06810

TOWN OF ORANGEBURGH
JUN 20 P 2:07
TOWN CLERK'S OFFICE

Famon Reilly
Commissioner of DEME
Town of Orangetown Town Clerk's Office
No. 26 Orangeburg Rd
Orangeburgh, NY

ITB-DEME-001-2024

NOTICE OF POSTING: NOTICE TO BIDDERS: CHEVROLET SILVERADO (2024) 3500HD REG
CHASSIS WT 4WD WITH DUMP BODY

STATE OF NEW YORK }
COUNTY OF ROCKLAND }
TOWN OF ORANGETOWN }

SS.

Rosanna Sfraga being duly sworn upon her oath deposes and says;

That, she is, at all times, hereinafter mentioned was, duly elected,
Qualified and acting Town Clerk of the **TOWN Of ORANGETOWN**, in the County of
Rockland, State of New York.

That, on the 16th day, May, 2024, she caused to be conspicuously posted and
fastened up a notice, a true copy of which is annexed hereto and made a part of hereof, in
the following places, at least one of which is a public place within the **TOWN Of**
ORANGETOWN, New York.


1. Town Hall Bulletin Boards
- 2.
- 3.
- 4.
- 5.



Rosanna Sfraga, Town Clerk

Subscribed and sworn to before me

This 16th day of May, 2024



RIMA A. DELVECCHIO
Notary Public, State of New York
No. 01DE622835
Qualified in Rockland County
My Commission Expires June 1, 2026

ITB-DEME-001-2024

SEALED BIDS WILL BE RECEIVED by the Commissioner of DEME of the Town of Orangetown at the **Town Clerk's Office, No. 26 Orangeburg Road, Orangeburg, New York** until 10:00AM on Tuesday, May 21, 2024 and will be publicly opened and read aloud at 11:00 A.M. on Tuesday, May 21, 2024 at the **Town of Orangetown Town Hall** for furnishing **ONE (1) 2024-Chevrolet Silverado 3500HD Reg Chassis WT 4WD in Summit White with Dump Body as per Attached Specification** in stock and available for immediate delivery that meets the specifications that are attached to this Invitation to Bid, in accordance with the Contract Documents on file with and which may be obtained at the Town Clerk's Office.

The Commissioner of DEME will review all bids and will make a determination to award the purchase contract.

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

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

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

No contract is deemed to have been created until approved by the Commissioner of DEME, pursuant to the prior approval of the Town Board, and the Town Attorney, and until after it has been executed by the Supervisor of the Town of Orangetown, at the direction of the Town Board. All contracts are subject to appropriations approved by the Town Board, after having been provided for in the Town Budget.

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

DATED May 16, 2024

Eamon Reilly
Commissioner of DEME

Rosanna Sfraga

TOWN CLERK

Corporate Offices:

BUFFALO - NEW YORK

2216 Kensington Avenue
Kensington Avenue
at Saratoga
Buffalo, NY 14226
(800) 499-8599
(716) 839-4402
Telefax (716) 839-4452

Branch Offices:

CALIFORNIA

398 E. Carob Ave.
Fresno, CA 93654

FLORIDA

3980 W. Broward Blvd.
Ft. Lauderdale, FL 33312

2330 Warbler Circle
Lakeland, FL 33810

NEVADA

786 Bigler Court
Post Office Box 2678
Zephyr Cove, NV 89449

NEW YORK

Rockefeller Center
Post Office Box 3968
New York, NY 10185
(212) 699-0621

450 Jericho Turnpike
Suite 203
Mineola, NY 11501
(516) 746-0992

OREGON

111 SW Harrison St. 1D
Portland, OR 97201

TEXAS

6418 Eckhert Rd. #3101
San Antonio, TX 78240

VIRGINIA

325 East Bayview Blvd.
Suite #201
Norfolk, VA 23503
(757) 932-1414

e-mail:
save@troybanks.com

internet address:
www.troybanks.com

Agreement

This Agreement is entered into as of _____ between Troy & Banks, Inc. ("TB") and
_____ Town of Orangetown, NY _____ with an address at
_____ (the "Client").

In consideration of the mutual agreements hereafter set forth, TB and Client agree as follows:

1. The Client engages TB to conduct an audit or survey of Client's gas, electric, telecommunications and water/sewer utility ("Utility") service accounts for the purpose of securing refunds, credits and cost reductions resulting from discovery of charges or costs in excess of those permitted or allowed by applicable contracts, tariffs, statutes, rules and regulations and/or from overcharges or billing errors. TB agrees to conduct such audit.
2. Overcharges – For any refunds, credits or rebates obtained by TB for prior overcharges, billing errors or costs in excess of those permitted by applicable contracts, tariffs, statutes, rules or regulations, TB shall be paid 24% of all monies refunded or credited to the Client.
3. Future Cost Reductions - For any reductions in future costs for electric, gas, telecommunication and water services resulting from TB analysis, the fee is 24% of the amount saved each month for 12 months. TB will document actual monthly savings obtained by analysis of tariff cost applications.
4. TB has made and makes no guarantee or assurance of any credit or refund amount or cost saving results.
5. **If Client does not receive refunds, credits, or reductions in future billings, there will be no fee for TB services.**
6. This Agreement shall commence upon approval and last for a period of 12 months from the date of signature by the Client below. The Client may cancel this agreement at any time, and TB shall be entitled to any amounts earned by it as set forth in items 2 and 3 above. The Client shall have no further liability to TB thereafter.
7. TB will complete the audit within the 12-month period referenced in item 6. TB will be compensated for any refunds/credits/savings received by the town after the 12-month period that are a direct result from the TB audit.

This Agreement sets forth the entire understanding and agreement between the parties.

Town of Orangetown, NY

By: _____


Name: _____

Title: _____

Telephone: _____

Telefax: _____

Troy & Banks, Inc.

By:  _____
Thomas T. Ranallo, President

REC'D
JUL 22 2024
TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

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

PERMIT # 24-SP-030

RECEIVED
JUL 25 2024
Orangetown Police Department

EVENT NAME: 2024 - Blawie Sons of Italy Feast

APPLICANT NAME: William Barbera

ADDRESS: 304 Washington Avenue Tappan, NY 10983

PHONE #: 845-359-9766 CELL # 845-323-1774 FAX # N/A

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

The above event will be held on 9/5-9/8 from 9:30A to 12:00A RAIN DATE: None

Location of event: 89 Western Highway

Sponsored by: Rockland Lodge #2176 Telephone #: 845-359-9766

Address: 46 Van Wyck Road Blawie, NY 10983

Estimated # of persons participating in event: 10,000 vehicles 2,000

Person (s) responsible for restoring property to its original condition: Name-Address-Phone #:
William Barbera - 304 Washington Ave Tappan, NY 10983

Signature of Applicant: William Barbera Date: 07/17/2024

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Letter of Request to Town Board requesting aid for event - Received On: 7/22/24

Certificate of Insurance - Received On: 7/22/24

Hold Harmless Agreement - Received On: 7/22/24

FOR HIGHWAY DEPARTMENT USE ONLY:

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

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

NYSDOT Permit: Y/N - Received On: X

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

RFS #: 61555 BARRICADES Y/N CONES Y/N TRASH BARRELS Y/N OTHER: Message Board

APPROVED: James J. DeW 7.24.24 DATE: MA 7/23/24
Superintendent of Highways

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

Show Mobile Y/N - Application Required: on file Fee Paid - Amount/Check # \$500.00

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

APPROVED: [Signature] DATE: 7/24/24
Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

Police Detail: Y/N _____ Items: _____

APPROVED: [Signature] DATE: 07/25/24
Chief of Police

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

Workshop Agenda Date: 8/20/24 Approved On: _____ TBR #: _____

RECEIVED

JUL 30 2024

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

DEFENSE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Barvett Sons of Italy, with an address of 46 Van Wyck Rd. Blauvelt, in consideration and as a condition of a Special Use permit ("Permit Holder"), hereby agrees, covenants, promises, represents and pledges to defend, indemnify and save the Town of Orangetown ("Town"), Town of Orangetown Highway Department ("Highway") and Town employees harmless from and against any and all liability or responsibility of any type whatsoever, including, but not limited to, any and all actions, causes of action, suits, proceedings, judgments, damages, claims, and demands, in law or in equity, including an action, suit, proceeding or claim initiated by the Permit Holder (hereinafter referred to as "claims") that arise as part of or as a result or consequence of the activities, events or other activities authorized to be conducted by the Permit Holder ; and

the Permit Holder further agrees, covenants, promises, represents and pledges to fully reimburse, recompense, indemnify and/or compensate the Town, Highway and Town employees for all costs, expenses and fees, including reasonable attorney's fees, relating to, arising out of, or occurring in connection with any such claims; and

all of the foregoing as relating to, arising out of, or occurring in connection with the following
[DESCRIBE PROJECT OR EVENT]: 2024 Italian Feast.

Permit Holder agrees to provide certificate(s) of insurance in such amounts as the Town shall deem appropriate, which insurance shall name the Town as an additional insured and which insurance shall cover the requirements to defend, indemnify and hold the Town harmless as set forth herein.

(Entity Name: Barvett Sons of Italy

By: William Barbera
William Barbera

Sworn to before me this 18th day
of July, 2024
Mary T. Barbera
Notary Public

MARY T. BARBERA
Notary Public, State of New York
No. 01BA4837874
Qualified in Rockland County
Commission Expires Jan. 31, 2026

RECEIVED

JUL 22 2024

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

ORDER SONS OF ITALY IN AMERICA

ROCKLAND LODGE No. 2176

P.O. Box 223

Blauvelt, New York 10913

July 15, 2024

To: Orangetown Highway Dept.

The Blauvelt Sons of Italy will host its Annual Italian Feast on September 5th through September 8th 2024 at the Masonic Fair Grounds in Tappan.

Our number one goal is the safety of our community. We would like to request the use of:

sufficient street cones,

wood barriers,

electronic signs,

trash cans

Plastic barrels

and anything else you might feel we need for traffic control and pedestrian safety.

Thanking you in advance for working with us in making this community event safe.

Sincerely,

Nick Sfraga

Feast Coordinator



Application for Showmobile Use

Showmobile Requirements

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

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

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

Upload Certificate of Insurance * Certificate.pdf

95.63KB

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

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

Additional Requirements:

- + Certificate of insurance required. Must name the Town of Orangetown as additionally insured.
- + Rental Costs: \$500.00 plus labor.

Showmobile Application

Event Information

Event/Festival Name * ITALIAN FEAST

Event Location Name * GERMAN GROUNDS

Event Address *

Street Address
89 Western Highway South
Address Line 2

City Tappan State / Province / Region NY
Postal / Zip Code 10983 Country US

Setup Date & Time * 9/4/2024
10:00:00 AM

Take-Down Date & Time * 9/9/2024
09:00:00 AM

Stair Arrangement *

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

Set-up Info *

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

Same as last year

Placement *

Pavement
 Grass/Field
 Other

Applicant Information

Applicant's Name * NICKSFRAGA

Organization Name * SONS OF ITALY

Organization Address * 43 VAN WYKE RD

Organization City * BLAUVELT

Organization State * NY

Phone (w) * 845-359-0181

Phone (c) * 845-248-1938

Email * NICK@OAKTREEPRINTING.COM

Signature*

Nick Straga

The Permit Holder agrees that it shall be liable and responsible for any property damage to the Showmobile as a result of the Permit Holder's use thereof, and agrees to defend, save, indemnify and hold harmless the Town, and all of its agents, officials, officers, servants and employees, by reason of any claim, suit, action or causes of action, lawsuit or legal proceeding arising out of the Permit Holder's use of the Showmobile, and shall execute a hold harmless agreement to that effect as a condition of the issuance of a permit. The Permit Holder shall procure and maintain general liability insurance and name the Town as an additional insured thereunder, in an amount as shall protect the Town from claims for bodily/personal injury, including accidental death, and from claims for property damage, which may arise from the Permit Holder's use of the Showmobile, and as part of the agreement to defend, indemnify and hold the Town harmless as set forth herein.

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

*

I accept the terms and conditions

Date

7/15/2024

09:29:14 AM

RECEIVED

JUL 16 2024

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

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

PERMIT # 24-SP-027

RECEIVED
JUL 22 2024

Orangetown Police Department

EVENT NAME: South Nyack 10-Miler

APPLICANT NAME: William Carpenter for Rockland Road Runners Association

ADDRESS: PO Box 132, Congers, NY 10920

PHONE #: [] CELL # 845-558-2857 FAX # []

CHECK ONE: PARADE [] RACE/RUN/WALK [X] OTHER []

The above event will be held on 8th Sept 2024 from 7:30 AM to 12:00 PM RAIN DATE: 15th Sept

Location of event: Franklin Street Park, Nyack and surrounding streets

Sponsored by: Rockland Road Runners Association Telephone #: 845-558-2857

Address: PO Box 132, Congers, NY 10920

Estimated # of persons participating in event: 550 vehicles None

Person (s) responsible for restoring property to its original condition: Name-Address-Phone #:
William Carpenter, 19 Sunrise Drive, Stony Point, NY 10980. (845) 558-2857

Signature of Applicant: [Signature] Date: 7/15/2024

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Letter of Request to Town Board requesting aid for event - Received On: 7/16/24

Certificate of Insurance - Received On: 7/16/24

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit: 0 N - Received On: 7/16/24

Rockland County Highway Dept. Permit: Y / N - Received On: 7/22/24

NYS DOT Permit: Y / N - Received On: []

Route/Map/Parking Plan: 0 N - Received On: 7/16/24

RFS #: 61539 BARRICADES: Y / N CONES: Y / N TRASH BARRELS: Y / N OTHER: []

APPROVED: [Signature] 7-16-24 DATE: 7/16/24
Superintendent of Highways

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

Show Mobile: Y / 0 - Application Required: [] Fee Paid - Amount/Check # []

Port-o-Sans: 10 Y/N: [] Other: Esposito Trail

APPROVED: [Signature] DATE: 7/18/24
Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

Police Detail: Y / N: [] Items: []

APPROVED: [Signature] DATE: 7-22-24
Chief of Police

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

Workshop Agenda Date: 8/20/24 Approved On: [] TBR #: []

RECEIVED

JUL 30 2024

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/12/2024

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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Insurance Management Group 959 East 4th St Marion IN 46952		CONTACT NAME: Tabitha Messersmith PHONE (A/C, No, Ext): (800) 272-8673 E-MAIL ADDRESS: tmessersmith@insmgt.com FAX (A/C, No): (765) 664-0761	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Granite State Insurance Company	
		INSURER B: National Union Fire Insurance Company of Pittsburgh, PA	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED Road Runners Club of America/2024 and Its Member Clubs 100 W Jefferson St, Suite 202 Falls Church VA 22046		NAIC # 23809 19445	

COVERAGES **CERTIFICATE NUMBER:** 2024 \$2M A.I. Liability **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Legal Liability to <input type="checkbox"/> Participants \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Per Event Basis			AIL0003450335200	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Abuse and Molestation \$ 500,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AIL0003450335200	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Medical & Accident (\$250 Deductible/Claim)			AID0003450335800	12/31/2023	12/31/2024	Excess Medical \$10,000 AD & Specific Loss \$2,500

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

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS TO THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED. DATE OF EVENT(S): 09/08/24 South Nyack 10-Miler Race INSURED RRCA CLUB/EVENT MEMBER: Rockland Road Runners ATTN: William Carpenter, PO Box 132, Congers NY 10980
Processed by RMV

RECEIVED

CERTIFICATE HOLDER 09/08/24 Town of Orangetown 26 Orangeburg Road Orangeburg	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
--	--

JUL 15 2024
TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT
NY 10962

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DEFENSE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Rockland Road Runners Association, with an address of **PO Box 132, Congers, NY 10920** , in consideration and as a condition of a Special Use permit (“Permit Holder”), hereby agrees, covenants, promises, represents and pledges to defend, indemnify and save the Town of Orangetown (“Town”), Town of Orangetown Highway Department (“Highway”) and Town employees harmless from and against any and all liability or responsibility of any type whatsoever, including, but not limited to, any and all actions, causes of action, suits, proceedings, judgments, damages, claims, and demands, in law or in equity, including an action, suit, proceeding or claim initiated by the Permit Holder (hereinafter referred to as “claims”) that arise as part of or as a result or consequence of the activities, events or other activities authorized to be conducted by the Permit Holder ; and

the Permit Holder further agrees, covenants, promises, represents and pledges to fully reimburse, recompense, indemnify and/or compensate the Town, Highway and Town employees for all costs, expenses and fees, including reasonable attorney’s fees, relating to, arising out of, or occurring in connection with any such claims; and

all of the foregoing as relating to, arising out of, or occurring in connection with the following:

South Nyack 10-Miler Road Race, 8th September, 2024.

Permit Holder agrees to provide certificate(s) of insurance in such amounts as the Town shall deem appropriate, which insurance shall name the Town as an additional insured and which insurance shall cover the requirements to defend, indemnify and hold the Town harmless as set forth herein.

(Entity Name: **Rockland Road Runners Association**)

By: W. Carpenter

William Carpenter (President)

Sworn to before me this 11 day of JULY, 2024

M. Sanchez
Notary Public

MARLIN SANCHEZ
Notary Public - State of New York
No. 01SA8361983
Qualified in ROCKLAND
My Commission Expires July 24, 2025

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

RECEIVED

JUL 16 2024
TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

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

NAME William Carpenter DATE 7/15/2024

COMPANY Rockland Road Runners

ADDRESS PO Box 132, Congers, NY 10920

TELEPHONE (845) 558-2857

(INCLUDE 24 HOUR EMERGENCY NUMBERS)

ABOVE MENTIONED PARTY REQUESTS PERMISSION TO CLOSE:

Franklin Street, South Nyack and Cornelison Ave, South Nyack.

(Address number and name of road)

Franklin St between Cedar Hill and Clinton Ave. Cornelison between Broadway and Piermont Ave.

(Intersecting streets and/or description of exact location)

REASON FOR CLOSING South Nyack 10-Miler Road Race

DATE OF CLOSING Sunday 8th September, 2024 RAIN DATE 15th Sept, 2024

TIME ROAD WILL BE CLOSED Franklin: 8:10 AM - 8:40 AM. Cornelison 8:25 AM to 10:45 AM

WILL ROAD BE OPEN TO LOCAL TRAFFIC? Franklin - NO; Cornelison - YES

WILL ROAD BE OPEN TO EMERGENCY VEHICLES? YES

TRAFFIC CONTROL PLAN: PLEASE PROVIDE A DETAILED MAP AND DESCRIPTION OF DETOUR.

PRELIMINARY APPROVAL *James J. Dean* 7-16-24 DATE

JAMES J. DEAN
SUPERINTENDENT OF HIGHWAYS

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

8-13-02bjd

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



CLEAN STREETS = CLEAN STREAMS



Rockland Road Runners
www.rocklandroadrunners.org
PO Box 132, Congers, NY 10920

SOUTH NYACK 10-MILER

SN10@RocklandRoadRunners.org

RECEIVED

JUL 16 2024

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

7/15/2024

Orangetown Town Board
26 Orangeburg Road
Orangeburg, NY 10962

To the Orangetown Town Board:

This letter is to request approval, assistance and support of the 36th Annual South Nyack 10-Miler race.

The race will be held (with your approval) on Sunday 8th September, 2024, to benefit local First responders, Soup Kitchens and the Rockland Road Runners Scholarship Fund. We plan to run the same 10-mile route as in 2023, that starts in South Nyack and passes through Grand View-on-Hudson and Piermont. We request the following assistance:

- **Highway Department:** Road use
- **Parks Department:** Use of Franklin Street Park and the Raymond G. Esposito Trail.
Portable toilets.
- **Police Department:** Traffic control and escort vehicle.

The details of our request, including route maps, are appended [6 pages total].

Sincerely,

William Carpenter, Race Director
South Nyack 10-Miler



Event Details

Runners will assemble on South Franklin Street between Cedar Hill Ave and Elysian Ave commencing at 8:15 AM. The race **starts at 8:30 AM**. The **race ends at 11:00 AM**.

Franklin Park

We request that the 110V electricity supply at the Gazebo be turned on be turned on by 6:30 AM until 12:30 PM on Sunday 8th September and that the public toilets in the park be unlocked at the same time.

Route Description

The overall route is shown in Figure 1 and the Start Area in Figure 2. Runners travel south on Franklin Street, turn left on Clinton Ave, right on Broadway, then left onto Cornelison Ave and right onto Piermont Ave. Runners remain on Piermont Ave / River Road as it passes through Grand View-on-Hudson and enters Piermont. Runners proceed through Piermont, turn left onto Paradise Ave and continue to the end of the pier, where they turn and retrace their path through Piermont and Grand View. After re-entering South Nyack, runners turn left onto Cornelison, then left again to head south on Broadway via the Thruway overpass¹ to access the Esposito trail before the intersection with 9W. Runners continue on the Esposito trail, crossing Clinton Street and Brookside Ave to finish in Franklin Street Park. Table 1 shows the approximate times for the fastest and slowest runners at key locations on the course.

Road Closures and Barriers

We request the complete **closing of Franklin Street** from Cedar Hill to Clinton Street between **8:10 AM and 8:40 AM** so that runners can assemble for the start and run free of traffic until they have spread out enough to share the road. We also request the **closure of Cornelison Ave** (except for local traffic) to prevent problems with turning traffic at the Broadway and Piermont Ave intersections. We request police support to enforce these closures. The locations of these barriers is shown in the detail of the Orangetown streets in Figure 3.

¹ If the South Broadway overpass cannot be used, runners will instead turn right (N) onto S. Broadway, then left (W) on Clinton to join the Esposito trail at Franklin Street. See Figure 4

We request a total of 16 barriers (sawhorses or equivalent) to temporarily close off the following intersections beginning at 8:10 AM.

- Franklin Street and Cedar Hill Avenue (2)
- Elysian Ave at Franklin Street (2)
- White Ave at Franklin Street (2)
- Brookside Ave at Franklin Street (4)
- Clinton Street/Franklin Intersection (4)
- Cornelison at Broadway and at Piermont Ave (2)

We request assistance to control traffic where the Esposito trail crosses Clinton and Brookside while the runners are returning along the trail.

Lead Police Vehicle / Race Vehicle

We request that a lead police vehicle escort runners through Nyack to the intersection of Cornelison and Piermont Ave. A marked race vehicle and a lead cyclist will guide the runners over the rest of the route.

Table 1: Approximate Race Timing

		First Runner	Last Runner
	Mile	[11 mph]	[4 mph]
Broadway and Cornelison	0.6	8:33	8:39
Enter Grand View	1.0	8:35	8:45
Enter Piermont	2.6	8:44	9:09
Paradise Ave	3.6	8:49	9:24
End of Pier turnaround	4.7	8:55	9:40
Paradise Ave	5.8	9:01	9:57
Leave Piermont	6.7	9:06	10:10
Leave Grand View	8.3	9:15	10:34
Cornelison and Broadway	8.7	9:17	10:40
GrandView	7.5	9:11	10:22
Join Espositio Trail	9.1	9:20	10:46
Cross Clinton Ave	9.8	9:23	10:57
Finish	10.0	9:25	11:00



Figure 1: Overall Route Map

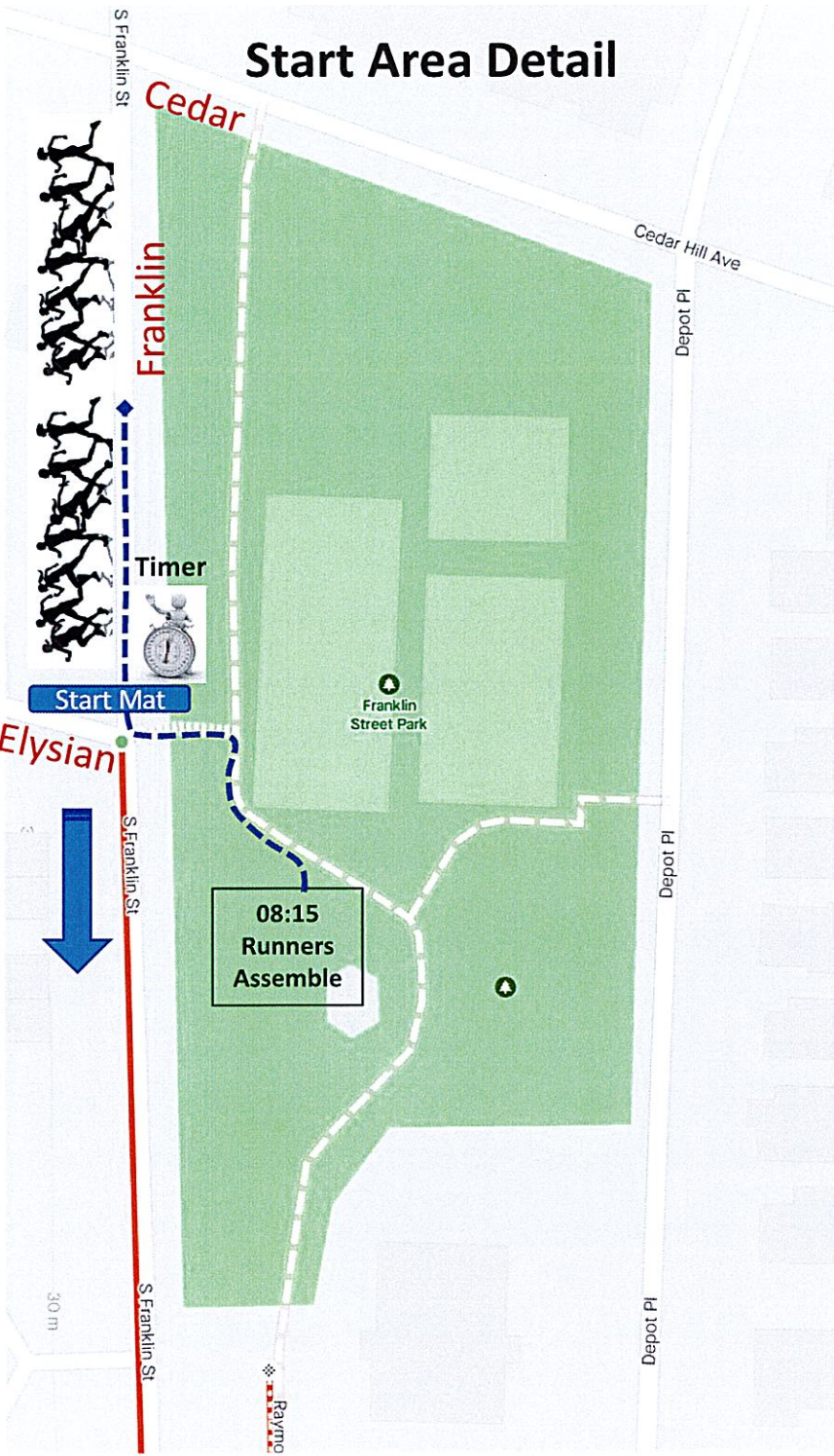


Figure 2: Start Area Detail



8:10 to 8:40
Close Franklin between
Cedar Hill and Elysian

8:25 to 8:40
Close Franklin between
Elysian and Clinton

9:20 to 11:00
Traffic Control on
Clinton and Brookside
at Trail Crossings

8:25 to 10:45
Close Cornelison

8:30 to 8:45
9:15 to 10:45
Traffic Control at
Broadway/Cornelison

Outbound 
Return 

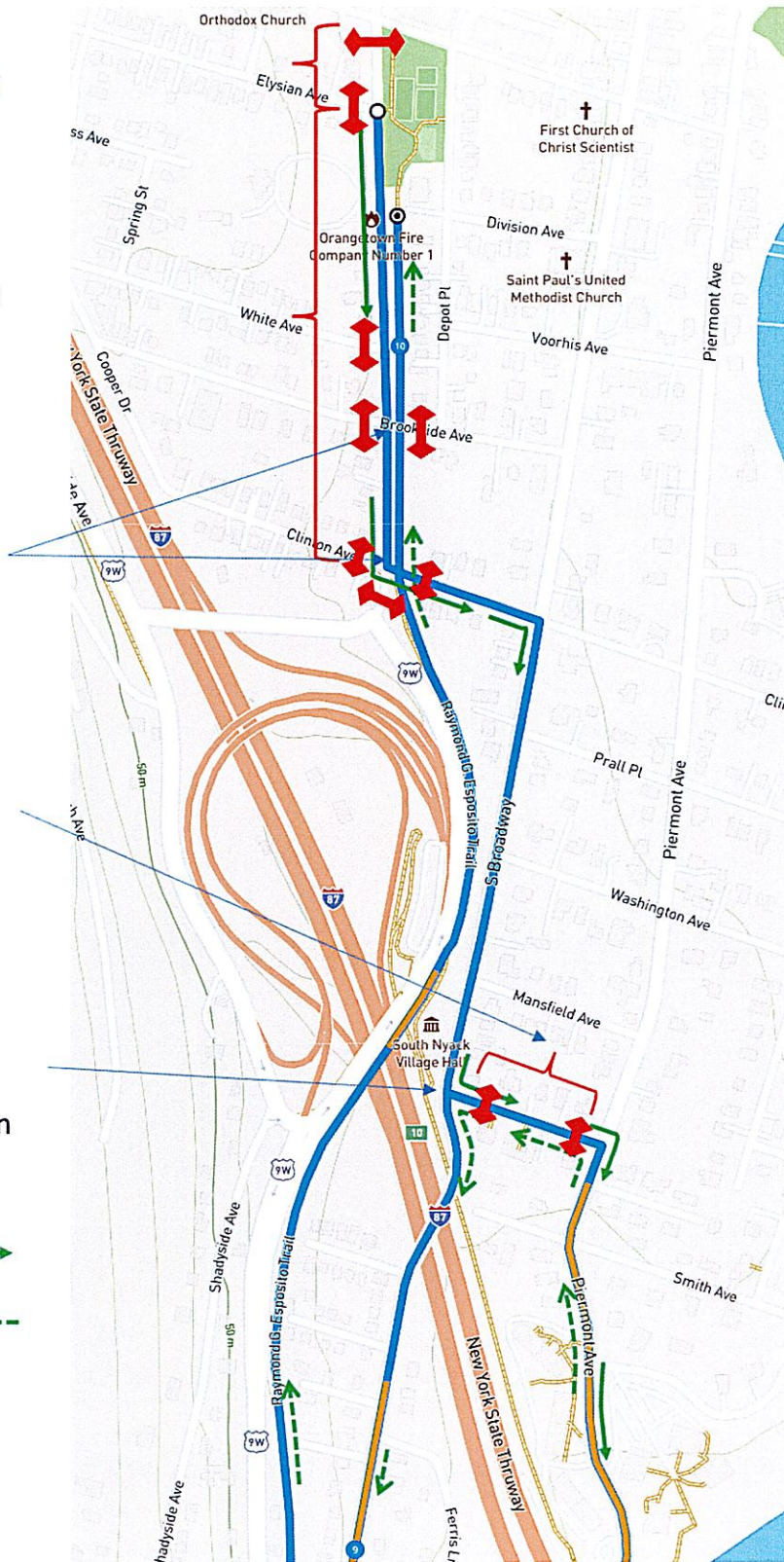


Figure 3: Orangetown Road Traffic Control – Standard Route

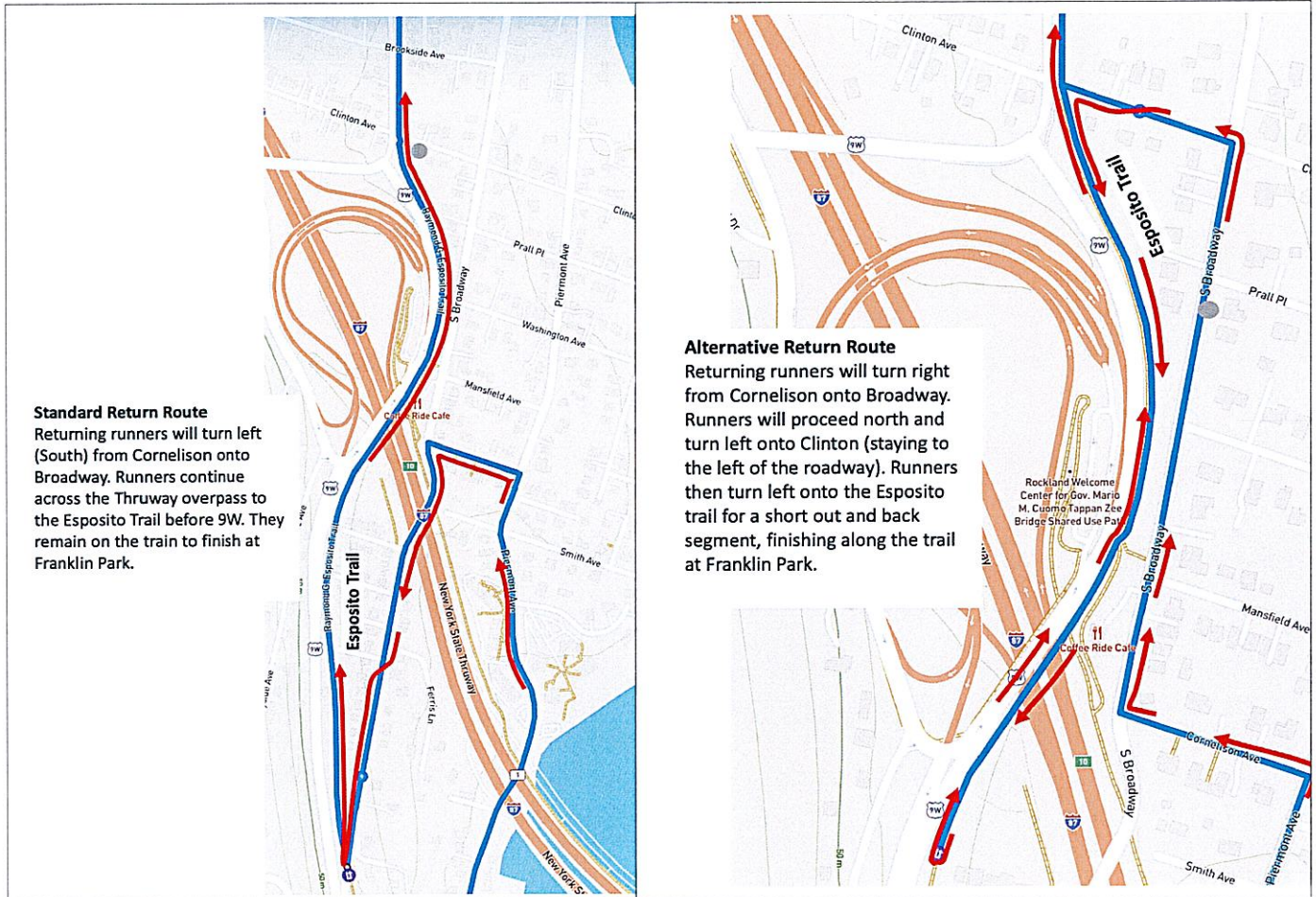


Figure 4: Standard and Alternate Return Routes

RECEIVED



JUL 22 2024
TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

ROCKLAND COUNTY HIGHWAY DEPARTMENT

APPLICATION FOR PERMIT TO USE/CLOSE A COUNTY ROAD
UNDER SECTION 104 OF THE HIGHWAY LAW

THIS IS A REQUEST FOR USE / CLOSE A COUNTY ROAD (check that apply)

Name of Event: South Nyack 10-Miler

Date (s): 8th Sept 2024 Time (s): 8:30 - 11:00 AM No. of Participants: 550

Type of Event (check all that apply):

Filming Parade or Procession Assemblage Festival Other Running Race

<u>Location</u> (Specify Highways by Street Name and/or Route Number)	<u>Municipality</u> (Towns, Villages)
River Road. (CR-1)	Grand View-on-Hudson

Applicant Information:

Rockland Road Runners

Applicant (individual, organization, group)

P0 Box 132

Mailing Address

Congers, NY 10920

City, State, Zip Code

SN10@RocklandRoadRunners.org

Email Address

William Carpenter (President)

Authorized Representative (if different from Applicant)

Telephone Number (including area code)

(845) 558-2857

Cell Phone Number (including area code)

President@RocklandRoadRunners.org

Email Address (if different from Applicant)

ROCKLAND COUNTY HIGHWAY DEPARTMENT
APPLICATION FOR PERMIT TO USE/CLOSE A COUNTY ROAD
UNDER SECTION 104 OF THE HIGHWAY LAW

The following supporting information shall be submitted at the time of application:

1. **Event Map, Event Brochure, or/and Event Application Form** (Whichever available/applicable)
2. **Operation and Safety Plan** (the applicant assumes all responsibility for the set-up, conduct and break-down of the event)
 - Required Traffic Control Devices (e.g. temporary signs, cones, barricades, pavement markings, etc.) and Event Personnel (e.g. police officers, volunteers) for Event

See attached Letter. No traffic control devices are needed on this section of road

- Detours (provide map of detour, show detour sign/police locations, etc.)

No detours required

- Pre-Event Public Notification (describe type of notification (e.g. mailings, brochure, press release) being provided to the public)

No public notification planned, other than co-orientation with Orangetown and Piermont police.

- Coordination (describe coordination with local police/municipalities/emergency services/other entities)

Permit have been requested from Orangetown, Grand View-on-Hudson and Piermont. We are

Co-ordinating traffic control with Piermont police (Chief Hurley) and OPD.

- Emergency Services (describe how emergency services will be provided during the event for event participants and spectators)

Nyack Community Ambulance will be on site at the Start / Finish in South Nyack.

Volunteer Marshalls are instructed to call 911 in the event of an emergency

- Spectator Control (indicate any special measures are being taken to control spectators)

No spectators are anticipated along this section of the race course

- Event Support Vehicles (describe any vehicles used in the event)

A Race Vehicle, with flashing overhead lights and a lead cyclist will precede the runners.

ROCKLAND COUNTY HIGHWAY DEPARTMENT

**APPLICATION FOR PERMIT TO USE/CLOSE A COUNTY ROAD
UNDER SECTION 104 OF THE HIGHWAY LAW**

3. **Insurance Certificates** (must be in Applicant's name)

4. **Application Fee** (Please make check payable to Rockland County Commissioner of Finance)

• Full Day - \$500.00

As a 501(c)(3) non-profit, putting on an event to benefit local first responder organizations, we request a waiver of the fee.

• Half Day - \$250.00

No. of Days 1

Total Amount \$ 0

Non profit fee waved

The following information shall be submitted prior to the event date (except filming permit application):

1. **Municipal Approvals** (The applicant shall provide proof of approval from each municipality – Town, Village – through which the event passes indicating that the Municipality has no objection to the event taking place. This proof of approvals may be in the form of a letter, permit, resolution, email, or other.)

Acknowledgement: On behalf of the Applicant, I hereby request a road use/close permit, and do acknowledge and agree to the responsibilities of applicant and obligations set forth in this permit and warrant compliance therewith. The attached documents are also made a part hereof and attached hereto.



Applicant's Representative's Signature

15th July, 2024

Date

Application Received By:




RCHD Representative's Signature

7/19/2024

Date

Application Approved By:



RCHD Superintendent of Highways

7/22/24

Date

The Rockland County Highway Department reserves the right to have the applicant immediately removed from the roadway and traffic restored at any time deemed necessary by the Rockland County Highway Department and/or the local law enforcement agency at such time the said permit will become null and void. Failure to abide may result in trespassing and civil penalties.



Portable Toilet Request Form

The Town of Orangetown accepts requests for portable toilets from not-for-profit groups for their events and programs. Applications must be submitted 8 weeks prior to the event. In case of any changes, the organization must contact Mark Albert at malbert@orangetown.com no later than 48 hours prior to the event.

Event Information

Event Name * South Nyack 10-Miler

Event Location Name * Franklin Street Park

Event Address *

Street Address
95 S. Franklin Street
Address Line 2

City State / Province / Region
Nyack NY

Postal / Zip Code Country
10960 USA

Event Start Date * 9/8/2024
06:00:00 AM

Event End Date * 9/8/2024
11:00:00 AM

Set-up Info * Please describe the exact location the units should be placed on the event site
Alongside the wall of the Orangetown Firehouse at 92 Depot Place, bordering the Esposito Trail. A diagram will be provided.

Number of regular units required * 10

Number of ADA units required * 0

Total Number of units required * 10

Applicant Information

Applicant First Name * William

Applicant Last Name * Carpenter

Organization Name * Rockland Road Runners Association

Organization Not For Profit? * Yes
 No

Organization Address *

Street Address
PO Box 132
Address Line 2
City
Congers
Postal / Zip Code
10920
State / Province / Region
NY
Country
USA

Phone (w) * (845) 558-2857

Phone (c) * (845) 558-2857

Email * President@RocklandRoadRunners.org

Certificate of Insurance *

ACORD Form 20240712-105002_OT.pdf 18.01KB
Certificate must list the Town of Orangetown as additional Insured

Signature *

The Permit Holder agrees that it shall be liable and responsible for any property damage to the Showmobile as a result of the Permit Holder's use thereof, and agrees to defend, save, indemnify and hold harmless the Town, and all of its agents, officials, officers, servants and employees, by reason of any claim, suit, action or causes of action, lawsuit or legal proceeding arising out of the Permit Holder's use of the Showmobile, and shall execute a hold harmless agreement to that effect as a condition of the issuance of a permit. The Permit Holder shall procure and maintain general liability insurance and name the Town as an additional insured thereunder, in an amount as shall protect the Town from claims for bodily/personal injury, including accidental death, and from claims for property damage, which may arise from the Permit Holder's use of the Showmobile, and as part of the agreement to defend, indemnify and hold the Town harmless as set forth herein.



RECEIVED

JUL 18 2024

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

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

PERMIT # 24-SP-028

RECEIVED
JUL 25 2024
Orangetown Police Department

EVENT NAME: 911 MEMORIAL SERVICE

APPLICANT NAME: TAPPAN F.D.

ADDRESS: 123 WASHINGTON ST

PHONE #: 845-642-0144 CELL # 845-642-0144 FAX # _____

CHECK ONE: PARADE _____ RACE/RUN/WALK _____ OTHER 2. Solar Signs - Memorial Service.

The above event will be held on 9/11/24 from 830 to 930 RAIN DATE: _____

Location of event: Tappan Memorial Green

Sponsored by: VFAT Telephone #: 845-642-0144

Address: 123 WASHINGTON ST TAPPAN NY

Estimated # of persons participating in event: — vehicles —

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

Signature of Applicant: Richard Farry Date: 7/18/24

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Letter of Request to Town Board requesting aid for event - Received On: 7/18/24

Certificate of Insurance - Received On: 7/18/24

Hold Harmless Agreement- Received On: 7/18/24

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit: Y/N Received On: X

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

NYSDOT Permit: Y/N Received On: X

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

RFS #: 61545 BARRICADES: Y/N CONES: Y/N TRASH BARRELS: Y/N OTHER: (2) Message Boards

APPROVED: [Signature] DATE: MD 7/18/24
Superintendent of Highways

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

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

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

APPROVED: [Signature] DATE: 7/24/24
Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

Police Detail: Y/N Items: _____

APPROVED: [Signature] DATE: 7/25/24
Chief of Police

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

Workshop Agenda Date: 8/20/24 Approved On: _____ TBR #: _____

RECEIVED

JUL 30 2024

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

RECEIVED

JUL 18 2024
TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT



Volunteer Fire Association of Tappan

INCORPORATED MARCH 28TH, 1907

TAPPAN, NY 10983

July 17, 2024

Supervisor Teresa Kenny
Town of Orangetown
26 West Orangeburg Road
Orangeburg, New York 10962

The Volunteer Fire Association of Tappan will hold their Annual 911 Memorial Service on Monday, September 11, 2024 at 8:30 AM. We request the use of two mobile solar signs to advertise our 911 Memorial Service.

We request one sign be placed in front of the Tappan Firehouse on Western Highway and the second be placed by the Tappan Memorial Triangle in front of the Tappan Reformed Church.

Both signs to read;

**911 MEMORIAL SERVICE
TAPPAN MEMORIAL TRIANGLE
MONDAY, SEPT 11 – 8:30 AM**

Signs operational from August 19 to September 11, 2024.

The contact person is Richard Farry – Cell # 845-642-0144.

Mailing address: Richard Farry
PO BOX 45
Tappan, New York 10983

Thank You for your assistance.

Richard Farry
Chairman

CC: James Dean, Superintendent of Highways



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/07/2024

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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Hubbinette Cowell Associates Inc. 1003 Park Blvd, Ste 3 Massapequa Park, NY 11762		CONTACT NAME: Rosanne Capuano PHONE (A/C, No, Ext): (516)795-1330 E-MAIL ADDRESS: rosanne@hubbinette-cowell.com FAX (A/C, No): (516)795-5101 INSURER(S) AFFORDING COVERAGE	NAIC # 19445
INSURED TAPPAN FIRE DISTRICT PO BOX 525 TAPPAN, NY 10983		INSURER A : National Union Fire Ins. Co. of Pittsburgh, PA INSURER B : National Union Fire Inc. Co. of Pittsburgh, PA INSURER C : INSURER D : INSURER E : INSURER F :	19445 19445

RECEIVED

JUL 18 2024

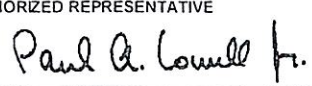
TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

COVERAGES **CERTIFICATE NUMBER:** 00001114-319361 **REVISION NUMBER:** 45

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	Y	VFNU-TR-0014556	06/15/2024	06/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC						
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	VFNU-TR-0014556	06/15/2024	06/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE	Y	VFNU-TR-0014556	06/15/2024	06/15/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 6,000,000
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						
PER STATUTE OTH-ER E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROOF OF INSURANCE FOR USE OF MESSAGE BOARD FOR UPCOMING EVENTS. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS PER FORM #VGL101.

CERTIFICATE HOLDER TOWN OF ORANGETOWN 26 ORANGEBURG ROAD ORANGEBURG, NY 10962	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  (RMC)
--	--

DEFENSE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

VFAT, with an address of 123 WASHINGTON ST, TAPPAN NY, in 10983
consideration and as a condition of a Special Use permit ("Permit Holder"), hereby agrees, covenants, promises, represents and pledges to defend, indemnify and save the Town of Orangetown ("Town"), Town of Orangetown Highway Department ("Highway") and Town employees harmless from and against any and all liability or responsibility of any type whatsoever, including, but not limited to, any and all actions, causes of action, suits, proceedings, judgments, damages, claims, and demands, in law or in equity, including an action, suit, proceeding or claim initiated by the Permit Holder (hereinafter referred to as "claims") that arise as part of or as a result or consequence of the activities, events or other activities authorized to be conducted by the Permit Holder ; and

the Permit Holder further agrees, covenants, promises, represents and pledges to fully reimburse, recompense, indemnify and/or compensate the Town, Highway and Town employees for all costs, expenses and fees, including reasonable attorney's fees, relating to, arising out of, or occurring in connection with any such claims; and

all of the foregoing as relating to, arising out of, or occurring in connection with the following
[DESCRIBE PROJECT OR EVENT]: 911 SERVICE

Permit Holder agrees to provide certificate(s) of insurance in such amounts as the Town shall deem appropriate, which insurance shall name the Town as an additional insured and which insurance shall cover the requirements to defend, indemnify and hold the Town harmless as set forth herein.

(Entity Name:) VFAT

By: Richard Farry
RICHARD FARRY
CHAIRMAN

Sworn to before me this 18th day
of July, 2024

Tonie Ann D'Angelo
Notary Public

TONIE ANN D'ANGELO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DA6327996
Qualified in Rockland County
My Commission Expires 07-27-2027



Application for Showmobile Use

Showmobile Requirements

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

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

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

Upload Certificate of Insurance* Insurance Certificate Orangetown.pdf 1.24MB

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

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

Additional Requirements:

- + Certificate of insurance required. Must name the Town of Orangetown as additionally insured.
- + Rental Costs: \$500.00 plus labor.

Showmobile Application

Event Information

Event/Festival Name * Pearl River Hook & Ladder Wetdown

Event Location Name * Pearl River Hook & Ladder

Event Address *

Street Address
58 E Central Ave
Address Line 2
City Pearl River State / Province / Region NY
Postal / Zip Code 10965-2554 Country US

Setup Date & Time * 9/13/2024
01:00:00 PM

Take-Down Date & Time * 5/12/2024
11:00:00 AM

Stair Arrangement *

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

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

This will be used as a stage for band to play during a celebration. The Fire Department will set up/ breakdown

Placement *

Pavement
 Grass/Field
 Other

Applicant Information

Applicant's Name * Patrick Shand

Organization Name * Pearl River Hook & Ladder

Organization Address * 58 E Central Ave

Organization City * Pearl River

Organization State * NY

Phone (w) * 914-772-2662

Phone (c) * 914-772-2662

Email *

PShand@prfd12.org

Signature *

A rectangular box containing a handwritten signature in cursive script that reads "Patrick Shand Jr.".

The Permit Holder agrees that it shall be liable and responsible for any property damage to the Showmobile as a result of the Permit Holder's use thereof, and agrees to defend, save, indemnify and hold harmless the Town, and all of its agents, officials, officers, servants and employees, by reason of any claim, suit, action or causes of action, lawsuit or legal proceeding arising out of the Permit Holder's use of the Showmobile, and shall execute a hold harmless agreement to that effect as a condition of the issuance of a permit. The Permit Holder shall procure and maintain general liability insurance and name the Town as an additional insured thereunder, in an amount as shall protect the Town from claims for bodily/personal injury, including accidental death, and from claims for property damage, which may arise from the Permit Holder's use of the Showmobile, and as part of the agreement to defend, indemnify and hold the Town harmless as set forth herein.

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

*

I accept the terms and conditions

Date

5/9/2024

12:00:07 PM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/02/2024

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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Griffith Agency, Inc. 59 East Central Avenue Pearl River NY 10965	CONTACT NAME: Emma Torres PHONE (A/C, No, Ext): (845) 735-4800 E-MAIL ADDRESS: emma@griffith-insurance.com	FAX (A/C, No): (845) 735-4825
	INSURER(S) AFFORDING COVERAGE	
INSURED Pearl River Hook And Ladder Co #1 Inc PO Box 6 Pearl River NY 10965	INSURER A: American Alternative Ins. Corp	
	INSURER B: The State Insurance Fund	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2361401415 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		VFNU-TR-0017792-03	07/24/2023	07/24/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED <input checked="" type="checkbox"/> AUTOS ONLY HIRED <input checked="" type="checkbox"/> AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED <input checked="" type="checkbox"/> AUTOS ONLY			VFNU-TR-0017792-03	07/24/2023	07/24/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			VFNU-TR-0017792-03	07/24/2023	07/24/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 8,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	11873205	07/24/2022	07/24/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Town of Orangetown listed as additional insured per written contact. Regarding the event on Saturday September 14th.

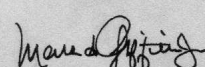
CERTIFICATE HOLDER

Town of Orangetown
 26 Oranburg Road

 Orangeburg NY 10962

CANCELLATION

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

AUTHORIZED REPRESENTATIVE


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RECEIVED

JUL 26 2024

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

TOWN OF ORANGETOWN
SPECIAL USE PERMIT FOR USE OF TOWN PROPERTY/ITEMS
PERMIT # 24-SP-031

RECEIVED

AUG 2 2024

Orangetown Police Department

EVENT NAME: PRMS Color Run

APPLICANT NAME: Pearl River Middle School PTA Angelica Gartner

ADDRESS: 520 Gilbert Ave Pearl River NY 10965

PHONE #: 845 653-1813 CELL # _____ FAX # _____

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

The above event will be held on 9/14/24 from 9 to 12 RAIN DATE: _____

Location of event: Pearl River Middle School

Sponsored by: Middle School PTA Telephone #: _____

Address: 520 Gilbert Ave Pearl River NY 10965

Estimated # of persons participating in event: 150 vehicles 0

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

Angelica Gartner agartner0116@gmail.com

Signature of Applicant: Angelica Gartner Date: 7/26/24

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Letter of Request to Town Board requesting aid for event - Received On: 7/26/24

Certificate of Insurance - Received On: 7/26/24

Hold Harmless Agreement - Received On: 7/26/24

FOR HIGHWAY DEPARTMENT USE ONLY:

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

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

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

Route/Map/Parking Plan: 0 - Received On: 7/26/24

RFS #: 61567 BARRICADES: Y / N CONES: Y / N TRASH BARRELS: Y / N OTHER: _____

APPROVED: James Bean DATE: 7-30-24
Superintendent of Highways MD 7/30/24

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

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

Port-o-Sans: Y / N 0 Other: ~

APPROVED: QTH DATE: 7/31/24
Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

Police Detail: Y / N Not requested Items: _____

APPROVED: Det. Mader DATE: 8/6/24
Chief of Police

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

Workshop Agenda Date: 8/20/24 Approved On: _____ TBR #: _____

RECEIVED

AUG 07 2024

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

DEFENSE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Pearl River Middle School PTA, with an address of 520 Gilbert Ave Pearl River, in consideration and as a condition of a Special Use permit ("Permit Holder"), hereby agrees, covenants, promises, represents and pledges to defend, indemnify and save the Town of Orangetown ("Town"), Town of Orangetown Highway Department ("Highway") and Town employees harmless from and against any and all liability or responsibility of any type whatsoever, including, but not limited to, any and all actions, causes of action, suits, proceedings, judgments, damages, claims, and demands, in law or in equity, including an action, suit, proceeding or claim initiated by the Permit Holder (hereinafter referred to as "claims") that arise as part of or as a result or consequence of the activities, events or other activities authorized to be conducted by the Permit Holder ; and

the Permit Holder further agrees, covenants, promises, represents and pledges to fully reimburse, recompense, indemnify and/or compensate the Town, Highway and Town employees for all costs, expenses and fees, including reasonable attorney's fees, relating to, arising out of, or occurring in connection with any such claims; and

all of the foregoing as relating to, arising out of, or occurring in connection with the following [DESCRIBE PROJECT OR EVENT]: Pearl River Middle School PTA Color. Run 2024

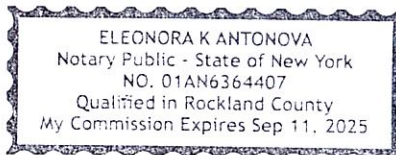
Permit Holder agrees to provide certificate(s) of insurance in such amounts as the Town shall deem appropriate, which insurance shall name the Town as an additional insured and which insurance shall cover the requirements to defend, indemnify and hold the Town harmless as set forth herein.

Pearl River Middle School PTA
(Entity Name: Angelica Gartner)

By: Angelica Gartner

Sworn to before me this 26th day of July, 2024

Notary Public



requesting use of traffic cones & barricades

Angelica Gartner <agartner0116@gmail.com>

Wed, Jul 10 at 11:20 AM

To: Kathleen Spollen <katspolob@gmail.com>, <kfairclough@orangetown.com>

*Pearl River Middle School PTA
Pearl River Middle School
520 Gilbert Avenue
Pearl River, New York*

Highway Department
Town of Orangetown
26 W. Orangeburg Road
Orangeburg, New York 10962

Re: Requested Use of Traffic Cones & Barricades 9/14/24.

To Highway Department:

On Saturday, September 14, 2024, the Pearl River Middle School PTA is hosting a Color Run solely on the grounds of the Pearl River Middle School and its connecting/adjacent neighbor, the Pearl River Nauraushaun Swim Club. The course is similar to last year and completely on the school grounds.

We were wondering if the Highway Department would be willing to loan us your cones once again. We also hoped the Highway Department would be willing to help us barricade the entrance and exit to our Middle School, if possible. With Swim Club's permission, we are instructing all participants to park in their parking lot.

In the event that the Highway Department is able to grant our request, we did have the Town of Orangetown listed as an additional insured on our Certificate of Liability Insurance policy that we had purchased for the Color Run.

Very truly yours,
Angelica Gartner & Kathleen O'Brien
Color Run Chairpersons

List of items for approval of Orangetown permit:

Special Use Permit – for use of Town Property approved by the Highway Department and/or Parks & Recreation Department and Police Department.

Letter of request addressed to the Orangetown Town Board authorizing assistance from the following departments with items or coverage needed:

Highway Department

Parks Department

Police Department

Hold Harmless and Indemnification Agreement

Certificate of Insurance with the certificate holder being: Town of
Orangetown

26 Orangeburg Road

Orangeburg, NY 10962

Include on the COI that the Town of Orangetown is named & fully indemnified and additionally insured.

Route/Map/Parking Plan

Town of Orangetown Road Closing/Use Permit Application (if applicable)

Rockland County Highway Department Permit & Notice to Use or Close a County Road (if applicable)

NYS Dept. of Transportation Permit (if applicable) if using Town Roads in conjunction with State Roads

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

PERMIT # 24-SP-025

RECEIVED

JUL 02 2024

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

EVENT NAME: Pearl River High School Pep Rally + Bonfire
APPLICANT NAME: Artie McCormack - Athletic Director PRSD
ADDRESS: 275 E Central Ave Pearl River NY 10965
PHONE #: 845-620-3925 CELL # 201-788-1262 FAX # 845-620-3868

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

The above event will be held on 9-27-24 from 7pm to _____ RAIN DATE: N/A

Location of event: Central Ave Field

Sponsored by: Pearl River Athletics Telephone #: 845-620-3944

Address: 275 E Central Ave Pearl River NY 10965

Estimated # of persons participating in event: _____ vehicles _____

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

Pearl River School District - Facilities Dept

Signature of Applicant: Artie McCormack Date: 6/18/24

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)

Letter of Request to Town Board requesting aid for event - Received On: 7/2/24

Certificate of Insurance - Received On: 7/2/24

Hold Harmless Agreement - Received On: 7/24/24

FOR HIGHWAY DEPARTMENT USE ONLY:

Road Closure Permit: Y/N Received On: N/A

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

NYS DOT Permit: Y/N Received On: N/A

Route/Map/Parking Plan: Y/N Received On: N/A

RFS #: 61515 BARRICADES: /N CONES: Y/N TRASH BARRELS: /N OTHER: (2) yds sand

APPROVED: [Signature] 7-2-24 DATE: MD 7/2/24
Superintendent of Highways

FOR PARKS & RECREATION DEPARTMENT USE ONLY:

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

Port o-Sans: Y/N Other: _____

APPROVED: [Signature] DATE: 7/17/24
Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:

Police Detail: Y/N: 10/10 Items: _____

APPROVED: [Signature] DATE: 7/18/24
Chief of Police

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

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

RECEIVED
JUL 18 2024
Orangetown Police Department

RECEIVED
JUL 23 2024
TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

RECEIVED

Pearl River School District



JUL 02 2024

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

ATHLETIC DEPARTMENT
275 East Central Avenue
Pearl River, New York 10965
www.pearlriver.org

Phone: 845-620-3925 – Fax: 845-620-3868

Arthur McCormack
Director of Physical Education & Athletics

To: Orangetown Town Board
From: Arthur McCormack
Date: July 2, 2024
Re: Athletic Pep Rally/Bonfire at Pearl River High School

As in the past, the Pearl River School District is requesting assistance from the following departments in the Town of Orangetown to host their annual athletic pep rally and bonfire. The event is being held at Pearl River School District Grounds at Central Avenue Field on Friday, September 27, 2024 at 7:00pm.

The following resources are being requested from the respective departments.

- **Highway Department** – Use of barricades and barrels to be placed around the bonfire and two yards of sand to be utilized for the base of the bonfire.
- **Police Department** – The presence of two Orangetown Auxiliary Police Officers to assist with crowd control and traffic control throughout the course of the evening.

If you have any further questions or concerns, you may call the Pearl River Athletic Department at (845) 620-3925. Thank you for your continued support.

Sincerely,

Arthur McCormack
Director of Physical Education & Athletics

Enc: Special Use Permit & Certificate of Insurance

Cc: Jim Dean, Superintendent of Highways
Donald Butterworth, Chief of Police

DEFENSE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

PEARL RIVER SCHOOL DISTRICT, with an address of 25 EAST CENTRAL AVE PEARL RIVER,
in consideration and as a condition of a _____ permit ("Permit Holder"), hereby
agrees, covenants, promises, represents and pledges to defend, indemnify and save the Town of
Orangetown ("Town"), Town of Orangetown Highway Department ("Highway") and Town
employees harmless from and against any and all liability or responsibility of any type
whatsoever, including, but not limited to, any and all actions, causes of action, suits,
proceedings, judgments, damages, claims, and demands, in law or in equity, including an action,
suit, proceeding or claim initiated by the Permit Holder (hereinafter referred to as "claims") that
arise as part of or as a result or consequence of the activities, events or other
activities authorized to be conducted by the Permit Holder ; and

the Permit Holder further agrees, covenants, promises, represents and pledges to fully
reimburse, recompense, indemnify and/or compensate the Town, Highway and Town
employees for all costs, expenses and fees, including reasonable attorney's fees, relating to,
arising out of, or occurring in connection with any such claims; and

all of the foregoing as relating to, arising out of, or occurring in connection with
the following [DESCRIBE PROJECT OR EVENT]:

PRHS Pep Rally + Bonfire

Permit Holder agrees to provide certificate(s) of insurance in such amounts as the
Town shall deem appropriate, which insurance shall name the Town as an additional
insured and which insurance shall cover the requirements to defend, indemnify and hold
the Town harmless as set forth herein.

By: *Peter McCormick*

Sworn to before me this 27th day
of June, 2024

Notary Public

SANDRA LISANTI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01LI6199467
Qualified in Rockland County
Commission Expires March 4, 2025

Sandra Lisanti



Application for Showmobile Use

Showmobile Requirements

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

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

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

Upload Certificate of Insurance* HCA-Scan581.pdf

50.86KB

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

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

Additional Requirements:

- + Certificate of insurance required. Must name the Town of Orangetown as additionally insured.
- + Rental Costs: \$500.00 plus labor.

Showmobile Application

Event Information

Event/Festival Name * Tappan F.D. Wetdown

Event Location Name * Tappan Firehouse

Event Address *

Street Address
123 Washington St
Address Line 2

City Tappan State / Province / Region NY

Postal / Zip Code 10983-2507 Country US

Setup Date & Time * 9/28/2024
10:00:00 AM

Take-Down Date & Time * 9/28/2024
09:00:00 PM

Stair Arrangement *

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

Set-up Info *

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

Used for band to play music throughout the afternoon into evening
No rain date.

Placement *

Pavement
 Grass/Field
 Other

Applicant Information

Applicant's Name * Thomas Abraham

Organization Name * Tappan F.D.

Organization Address * 123 Washington St.

Organization City * Tappan

Organization State * NY

Phone (w) * 845-849-5986

Phone (c) * 845-849-5986

Email *

tabraham@tappanfire.com

Signature *

A rectangular box containing a handwritten signature in cursive script that reads "Thomas Abraham".

The Permit Holder agrees that it shall be liable and responsible for any property damage to the Showmobile as a result of the Permit Holder's use thereof, and agrees to defend, save, indemnify and hold harmless the Town, and all of its agents, officials, officers, servants and employees, by reason of any claim, suit, action or causes of action, lawsuit or legal proceeding arising out of the Permit Holder's use of the Showmobile, and shall execute a hold harmless agreement to that effect as a condition of the issuance of a permit. The Permit Holder shall procure and maintain general liability insurance and name the Town as an additional insured thereunder, in an amount as shall protect the Town from claims for bodily/personal injury, including accidental death, and from claims for property damage, which may arise from the Permit Holder's use of the Showmobile, and as part of the agreement to defend, indemnify and hold the Town harmless as set forth herein.

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

*

I accept the terms and conditions

Date

6/19/2024

12:38:18 PM

WARRANT

Warrant Reference	Warrant #	Amount	
Approved for payment in the amount of			
	071724	\$ 186,703.05	Utilities
	072424	\$ 6,406.21	Utilities & Dichter
	073124	\$ 1,001,052.57	Utilities and Other
	080624	\$ 300,584.13	
	080724	\$ 19,600.86	Utilities and Other
	082024	\$ 1,995,432.65	
		\$ 3,509,779.47	

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: 08/15/24
CC: DEPARTMENT HEADS



The audit for the Town Board Meeting of 08/20/2024 consists of 6 warrants for a total of \$3,509,779.47.

The first warrant had 20 vouchers for \$186,703 and was for utilities.

The second warrant had 9 vouchers for \$6,406 and was for utilities and the O&R rate case.

The third warrant had 32 vouchers for \$1,001,052 and had the following items of interest.

1. Capasso & Sons (p1) - \$102,926 for recycling.
2. CSEA Employee Benefit Fund (p3) - \$33,948 for dental benefits.
3. DeLage Landen (p4) - \$24,868 for golf cart leases.
4. Fred Devens Construction (p5) - \$36,810 for Tier IV pump station project.
5. John Vance Motors (p5) - \$45,727 for sewer vehicle.
6. MetLife (p6) - \$14,500 for Police dental benefits.
7. Rockland Paramedic Services (p7) - \$127,642 for Advanced Life Support Services.
8. Schultz Ford (p8) - \$38,352 for Highway vehicle (bonded).
9. Troon Golf (p10) - \$198,047 for golf course management contract.
10. Vanas Construction (p11) - \$240,560 GC new town hall.

The fourth warrant had 157 vouchers for \$300,584 and had the following items of interest.

11. Beckmann Appraisals (p11) - \$10,000 for assessor professional services.
12. Hudson Machinery LLC (p26) - \$26,491 for sewer equipment (bonded).

13. Joe Lombardo Plumbing & Heating (p30) - \$8,500 for HVAC seasonal tune-ups various locations.
14. Kuehne Chemical Co. (p32) - \$7,425 for sewer chemicals.
15. Pace Analytical Testing (p37) - \$7,396 for sewer testing.
16. RCSWMA (p42) - \$10,185 for solid waste removal.
17. Sport-Tech Construction (p44) - \$32,175 for Franklin St. Project (Parks).
18. Verde Electric (p50) - \$5,600 for street light maintenance.

The fifth warrant had 22 vouchers for \$19,600 and was for utilities.

The sixth warrant had 123 vouchers for \$1,995,432 and had the following items of interest.

19. Altec (p2) - \$13,279 for Highway truck repair.
20. Bauer-Crowley (p6) - \$169,517 for cybersecurity and public officials insurance.
21. Capital Market Advisors (p9) - \$15,380 for financial advisor for bond offering.
22. Capasso & Sons (p9) - \$102,926 for recycling.
23. Crown, Castle Fiber (p11) - \$6,768 for connectivity.
24. Dell Marketing (p13) - \$104,521 for various IT equipment.
25. Dutra Excavating (p13) - \$9,200 for manhole installation.
26. Electrical Power Systems (p13) - \$24,862 for replacement generator (sewer).
27. Emmons Metro LLC (p14) - \$54,413 for replacement pumps (bonded).
28. Glenco Supply Inc. (p19) - \$42,754 for Highway equipment.
29. Global Montello (p20) - \$60,495 for fuel.
30. Goosetown Enterprises (p21) - \$11,050 for Police equipment leases.
31. Longo Electrical-Mechanical (p26) - \$29,870 for sewer pump station repairs.
32. MediaStar (p26) - \$42,766 for IT services.
33. Moody's Investor Services (p27) - \$27,000 for bond rating services.
34. NYPA (p28) - \$21,278 for streetlight project.

35. NYS Dept. of Civil Service (p29) - \$1,028,288 for health care insurance.
36. Orrick, Herrington, & Sutcliffe (p30) - \$19,135 for bond counsel.
37. Sealcoating Inc. (p36) – \$38,988 for Highway supplies.
38. SkyHawk Sports Academy (p37) - \$19,372 for summer camp programs.
39. Tilcon, NY (p39) - \$10,487 for Highway materials.
40. Virtuit Systems (p43) - \$17,500 for IT consulting services.
41. Zarin & Steinmetz (p47) - \$15,255 for outside counsel.

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

Jeffrey W. Bencik, CFA
845-359-5100 x2204