



HUNGER'S 5K HEROES

IN PERSON & VIRTUAL 5K WALK/RUN

**Saturday, October 5th
at 10 AM**

Depot Square - Sparkill, NY



ALL NET PROCEEDS WILL BE
DONATED TO FOOD PANTRIES
IN THE ORANGETOWN AREA

**TO REGISTER
VISIT THE LINK BELOW
OR SCAN THE QR CODE**

bit.ly/3Xj7SiY



Showcase the Best of Orangetown: Send us your photos!



We are updating the Town of Orangetown's website and tapping into the creative side of our residents. The Town is seeking current photos that highlight what makes Orangetown special and a great place to live. The winning photographs chosen by Town staff will be showcased on our NEW website and social media pages. **All photographs must be submitted on or before November 1, 2024 at 5 pm.**

Please note that submitting a photo conveys permission for the Town to publish it.

FOR MORE DETAILS:

<https://forms.orangetown.com/forms/photo>

**SCAN
ME!**



Donald Brenner, P.E., LL.B.

Attorney-At-Law • Professional Engineer

4 Independence Avenue, Tappan, New York 10983

Phone 845-359-2210

Fax 845-359-8070

April 15, 2024

Supervisor Teresa Kenny, Esq.
Members of the Town Board
Town of Orangetown
26 West Orangeburg Road
Orangeburg, New York 10962

TOWN OF ORANGETOWN
2024 APR 16 A 8:58
TOWN CLERK'S OFFICE

Re: Petition for Amendment to Zoning Ordinance
Western Hwy and Ellsworth Dr.
In the Hamlet of Blauvelt
Section 70.05, Block 1 and Lot(s) 14.1, 14.2, 17.1
Professional Services
24-1431D-5B(1)

Dear Supervisor Kenny and Members of the Town Board:

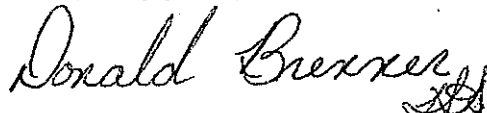
My clients Hegarty Homes, Inc. and Hudson Valley Nursery, Inc. are attempting to develop a parcel of land located at Western Hwy and Ellsworth Drive, Blauvelt, New York 10913 for uniform residential housing.

Accordingly, I enclose (1) a Petition for Amendment to the Zoning Ordinance of the Town of Orangetown from an "R-80 District to an "R-15" District.

The client respectfully requests that this matter be placed on the next Town Board Agenda for final consideration.

If you require additional information feel free to call me.

Very truly yours,



Donald Brenner

DB/hi

Enclosures

cc: Town Attorney
Town Clerk
Hagerty Homes, Inc.
Hudson Valley Nursery, Inc.

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

TOWN OF ORANGETOWN
2021 JUN 19 A 9:58
TOWN CLERK'S OFFICE

-----X
IN THE MATTER OF THE
PETITION OF
HEGARTY HOMES, INC.
AND
HUDSON VALLEY NURSERY, INC.
AMENDMENT TO THE ZONING ORDINANCE
OF THE TOWN OF ORANGETOWN FROM AN
"R-80" DISTRICT TO AN "R-15" DISTRICT
-----X

PETITION

TO THE TOWN BOARD OF
THE TOWN OF ORANGETOWN

The undersigned petitioner respectfully petitions your Honorable Board as follows:

FIRST:

HEGARTY HOMES, INC. and HUDSON VALLEY NURSERY, INC., whose principal place of business is located at 75 Michael Roberts Court, Pearl River, NY 10965, are the owners of properties located at Western Highway and Ellsworth Drive in the hamlet of Blauvelt, more particularly bounded and described in Addendum "A" annexed hereto.

SECOND:

The properties described in Addendum "A" are known and designated on the Tax Map of the Town of Orangetown as:

<u>Section</u>	<u>Block</u>	<u>Lot</u>
70.05	1	14.1
70.05	1	14.2
70.05	1	17.1

THIRD:

Annexed hereto and marked Exhibit "A" is a copy of the Vicinity and Zoning Area Map; and Exhibit "B" is a copy of the Tax Lots which are the subject of the Petition and of the surrounding parcels.

FOURTH:

Annexed hereto and marked Addendum "B" is a list of names and addresses of all owners owning property within 500 feet of the properties which are the subject of this application as the same appears on the tax roll of the Town of Orangetown.

FIFTH:

That the properties which are the subject of this Petition comprise approximately 6.950 acres.

SIXTH:

Said properties are presently zoned R-80.

SEVENTH:

Pursuant to the Town Law of the State of New York, and the Zoning Ordinance of the Town of Orangetown, petitioners hereby request that the Zoning Ordinance be amended to place the aforesaid real property, as described and shown in Exhibit "B," in an R-15 Zoning

District which would allow the development of uniform residential housing under the requirements of that zone. (See Exhibit "C" and Exhibit "D")

EIGHTH:

That said proposed change would be compatible with the present and proposed uses of the adjoining and neighboring properties. Further, this would be the most practical way, economically and beneficially, in which the property could be utilized.

NINTH:

That said proposed use would be in the public interest of the residents of the Town of Orangetown in that:

- (a) the development of the property under an R-15 Zone would establish a substantial tax ratable for the Town of Orangetown;
- (b) the development of the property under an R-15 Zone would fill a need for the residents of the Town of Orangetown;
- (c) the development of the property under an R-15 Zone would be consistent with the general character of the immediate area surrounding the subject premises, which is principally residential.
- (d) the development of the parcel under an R-15 Zone would permit the developers to install needed water and sewer facilities to this area;
- (e) the granting of such relief as is sought in this Petition will be the most appropriate use of the subject parcel, and will promote the general health and welfare of the community, will preserve property values and will be beneficial to the owners.

TENTH:

That the parcel which is the subject of this Petition can best be developed under the proposed R-15 Zone.

ELEVENTH:

That the subject premises are not within 500 feet of any of the following:

(a) any county or state park or recreation area;

(b) any right-of-way of any county or state park or recreation area, expressway, or other limited access highway;

(c) any county or state owned land on which a public building or institution is situated.

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

Dated: April 12th, 2024

Respectfully submitted,

HEGARTY HOMES, INC.

By: _____

Edmund Lane

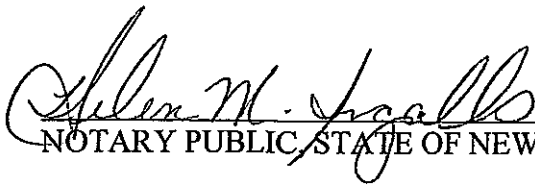
HUDSON VALLEY NURSERY, INC.

By: _____

Edmund Lane

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

On this 12th day of April in the year 2024, before me the undersigned, a notary public in and for said state, personally appeared **EDMUND LANE**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


NOTARY PUBLIC, STATE OF NEW YORK

HELEN M. INGALLS NOTARY PUBLIC, STATE OF NEW YORK Registration No. 01IN6129380 Qualified in Rockland County Commission Expires June 20, 20 <u>25</u>
--

ADDENDUM "A"

ADDENDUM "A"

21916

Schedule "A"

Tax Lots 70.05-1-14.1, 70.05-1-14.2, 70.05-1-17.1

Overall Description

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

BEGINNING at a point the northeasterly corner of Lot #2 as shown on a subdivision plat entitled "Hudson Valley Estates," said plat having been filed in the Rockland County Clerk's Office as Map #7173, said point lying on the westerly line of North Western Highway, as widened as shown on said map, and running thence:

1. Along said westerly line of North Western Highway, as widened, S 10°43'22" E distant 10.97 feet; thence
2. Along the same, S 24°18'22" E distant 676.45 feet; thence
3. Along the westerly line of Old Western Highway, S 01°45'56" E distant 199.01 feet (200.37 feet per Filed Map #7173) to the southeast corner of the parcel herein described; thence
4. Along the northerly line of Lands n/f O'Rourke (Tax Lot 70.09-1-50), generally along a stone wall, N 83°24'47" W distant 184.69 feet to an iron pipe; thence
5. Along the northerly line of lands n/f Buckley (Tax Lot 70.09-1-37) generally along a stone wall, N 81°29'30" W distant 170.49 feet to an iron pin; thence
6. Along the terminus of a "tee" turnaround, the following three (3) courses and distances:
 - a. N 08°30'30" E distant 25.00 feet; thence
 - b. N 81°29'30" W distant 100.00 feet; thence
 - c. S 08°30'30" W distant 25.12 feet to a stone wall and the northerly line of lands n/f Fitzpatrick (Tax Lot 70.09-1-36); thence
7. Along the northerly line of said lands n/f Fitzpatrick, N 81°46'45" W distant 68.02 feet to the southwest corner of the parcel herein described; thence
8. Along the easterly line of lands n/f Corwick Realty Corp., (Tax Lot 70.05-1-17.2), N 07°27'33" E distant 389.82 feet (394.08 feet per Filed Map #7172); thence
9. Still along same, N 84°41'38" E distant 93.78 feet; thence
10. Still along same, N 24°18'22" W distant 440.21 feet to the southerly line of lands n/f Macy (Tax Lot 70.05-1-11); thence
11. Along the southerly line of said lands n/f Macy, and generally along a stone wall, S 81°19'54" E distant 272.02, to the point or place of BEGINNING.

Note that the bearings and distances along the southerly boundary of the property described herein for courses #4, #5, #6, and #7 have been adjusted from those shown on Filed Maps #7173 and #7172 in order to match the adjoining deeds for properties to the south and the description of Ellsworth Drive without overlap or gore.

ADDENDUM “B”

SWIS	PRINT KEY	NAME	ADDRESS
392489	70.05-1-12	Addolorata Rinaldi	10 Leber Rd,Blauvelt, NY 10913
392489	70.05-1-13	Jose L Bermudez	22 Leber Rd,Blauvelt, NY 10913
392489	70.05-1-14.1	Hegarty Homes LLC	75 Michael Roberts Dr,Pearl River, NY 10965
392489	70.05-1-14.2	Hudson Valley Nursery Inc	64 Central School Rd,Wantage, NJ 07641
392489	70.05-1-17.1	Hegarty Homes LLC	75 Michael Roberts Dr,Pearl River, NY 10965
392489	70.06-1-25	Salina N Nordstrom	3 Redbud Ln,Blauvelt, NY 10913
392489	70.06-1-26	Dennis Kieman	2 Redbud Ln,Blauvelt, NY 10983
392489	70.06-1-27	Thomas F Rooney	675 Western Hwy,Blauvelt, NY 10913
392489	70.06-1-28	Ronald Pastore	679 Western Hwy,Blauvelt, NY 10913
392489	70.06-1-29	Donald H Gabel Jr	683 Western Hwy,Blauvelt, NY 10913
392489	70.06-1-30	Michael Talone	693 Western Hwy,Blauvelt, NY 10913
392489	70.06-1-31	Alfredo Zaldivar	29 Leber Rd,Blauvelt, NY 10913
392489	70.06-1-32	Jarrod Esposito	37 Leber Rd,Blauvelt, NY 10913
392489	70.06-1-33	Patrick Mulvihill	1 Redbud Ln,Blauvelt, NY 10913
392489	70.06-1-34	C Scott Vanderhoef	51 Leber Rd,Blauvelt, NY 10913
392489	70.06-1-55	Qiong Li	36 Leber Rd,Blauvelt, NY 10913
392489	70.09-1-20	Lalu Varughese	27 Milton Grant Dr,Blauvelt, NY 10913
392489	70.09-1-21	James J Hayes Jr	30 Milton Grant Dr,Blauvelt, NY 10913
392489	70.09-1-33	Laurence DeCaro	19 Ellsworth Dr,Blauvelt, NY 10913
392489	70.09-1-34	Ronald J Harmon	25 Ellsworth Dr,Blauvelt, NY 10913
392489	70.09-1-35	Anton Usic	33 Ellsworth Dr,Blauvelt, NY 10913
392489	70.09-1-36	John C Fitzpatrick	35 Ellsworth Dr,Blauvelt, NY 10913
392489	70.09-1-37	Dennis Buckley	36 Ellsworth Dr,Blauvelt, NY 10913
392489	70.09-1-38	Thomas Shalvey	34 Ellsworth Dr,Blauvelt, NY 10913
392489	70.09-1-39	James J Mc Caffrey Jr	28 Ellsworth Dr,Blauvelt, NY 10913
392489	70.09-1-40	Joseph Kennedy	18 Ellsworth Dr,Blauvelt, NY 10913
392489	70.09-1-45	Frederick J Vero	79 Old Western Hwy,Blauvelt, NY 10913
392489	70.09-1-46	David Kosberg	81 Old Western Hwy,Blauvelt, NY 10913
392489	70.09-1-47	Steven Weiss	83 Old Western Hwy,Blauvelt, NY 10913
392489	70.09-1-48	Paul K Silva	89 Old Western Hwy,Blauvelt, NY 10913
392489	70.09-1-49	Michael Klomberg	91 Old Western Hwy,Blauvelt, NY 10913
392489	70.09-1-50	Christopher M O'Rourke	646 Gilbert Ave,Pearl River, NY 10965
392489	70.09-1-51	Town Of Orangetown	26 Oranburg Rd,Orangeburg, NY 10962
392489	70.09-1-52	Brian Segarra	102 Old Western Hwy,Blauvelt, NY 10913
392489	70.09-1-53	Josef Schmutzer	100 Old Western Hwy,Blauvelt, NY 10913
392489	70.09-1-54	Paul Kaczmarczyk	80 Old Western Hwy,Blauvelt, NY 10913
392489	70.09-1-65	Patrick O'Connor	668 Western Hwy,Blauvelt, NY 10913
392489	70.10-1-1	Jenna Isker	2 Shorn Dr,Blauvelt, NY 10983
392489	70.10-1-2	Howard Suckle	4 Shorn Dr,Blauvelt, NY 10913

EXHIBIT "A"

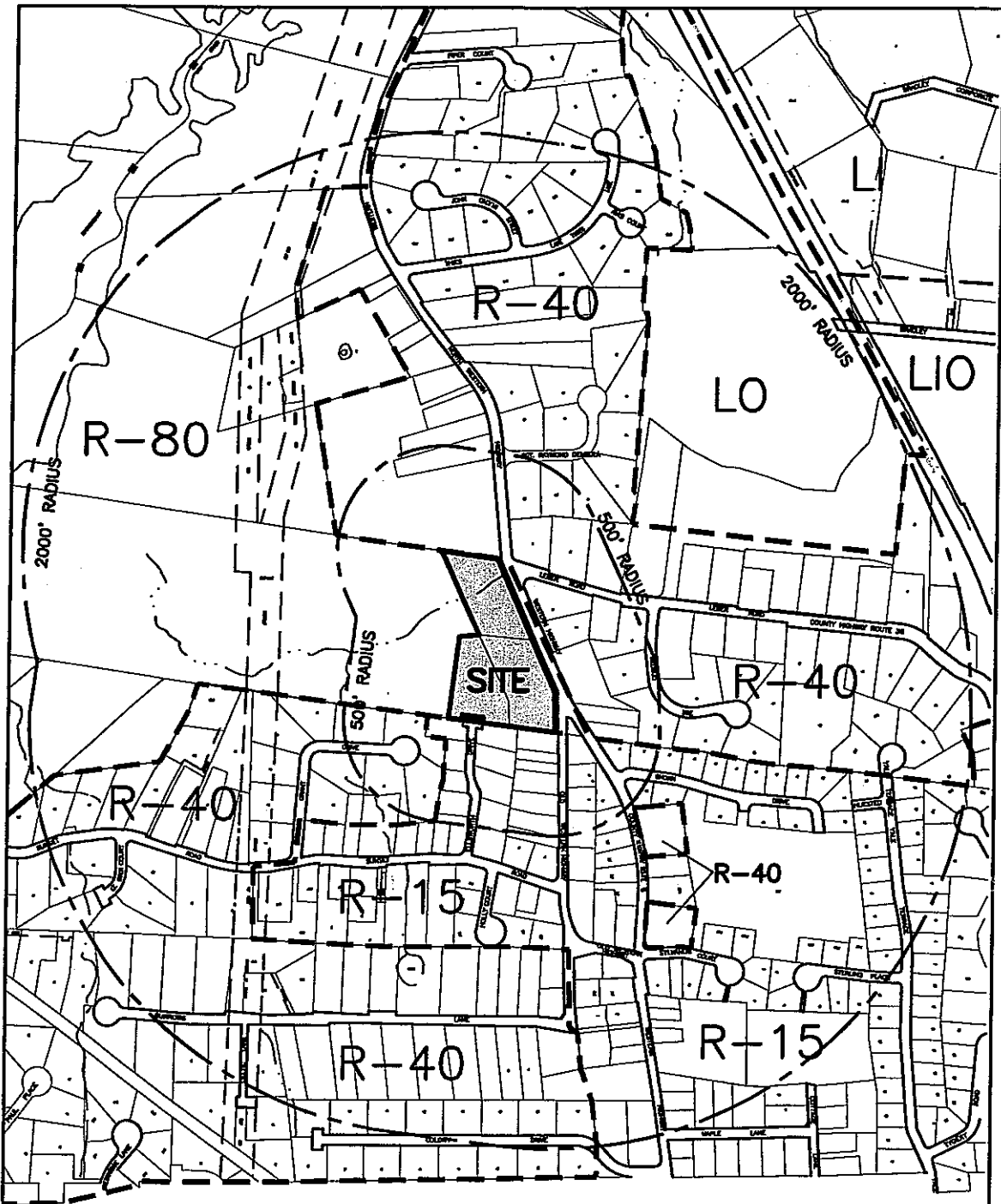


EXHIBIT "A"

VICINITY AND ZONING MAP

DESIGNED <u>DB</u>	<p>PROJECT: HEGARTY HOMES, INC TOWN OF ORANGETOWN ROCKLAND COUNTY, NY</p> <p>CLIENT: HUDSON VALLEY NURSERY INC & HEGARTY HOMES INC</p>
DRAWN <u>LDW</u>	
CHECKED <u>JAC</u>	
APPROVED <u>JAC</u>	
DATE 04/03/24	SCALE 1"=800'
<p>JAY A. GREENWELL, PLS, LLC</p> <p>LAND SURVEYING - LAND PLANNING 34 WAYNE AVENUE, SUFFERN, NEW YORK, 10901 PHONE 845-357-0830 GREENWELLPLS@AOL.COM</p>	

EXHIBIT "B"

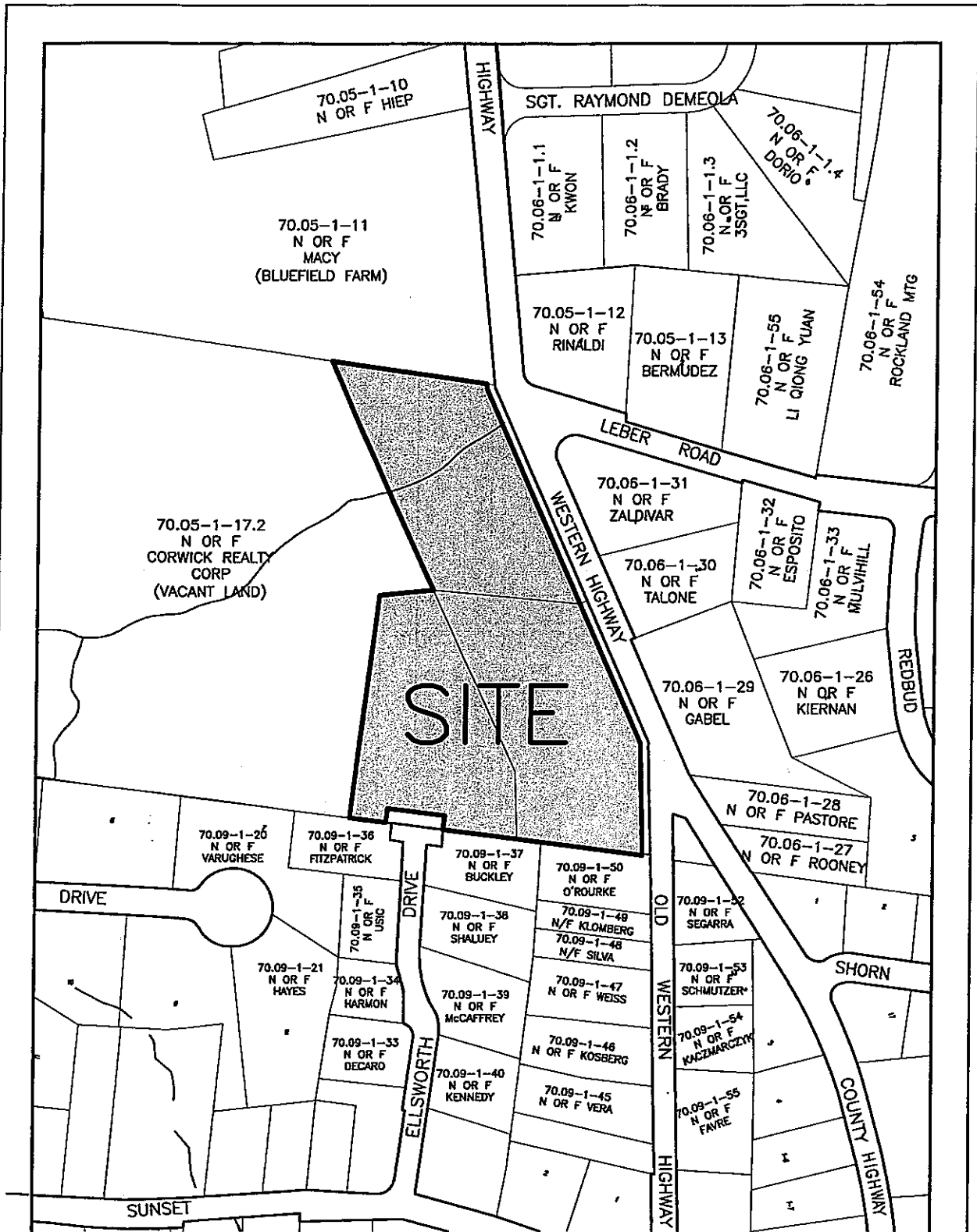


EXHIBIT "B"

MAP OF TAX LOT
FOR ZONE CHANGE

DESIGNED <u>DB</u>	<p>PROJECT: HEGARTY HOMES, INC TOWN OF ORANGETOWN ROCKLAND COUNTY, NY</p> <p>CLIENT: HUDSON VALLEY NURSERY INC & HEGARTY HOMES INC.</p>
DRAWN <u>LDW</u>	
CHECKED <u>JAC</u>	
APPROVED <u>JAG</u>	
DATE 04/03/24	SCALE 1"=200'
<p>JAY A. GREENWELL, PLS, LLC</p> <p>LAND SURVEYING - LAND PLANNING 34 WAYNE AVENUE, SUFFERN, NEW YORK, 10901 PHONE 845-337-0830 GREENWELLPLS@AOL.COM</p>	

EXHIBIT "C"

ZONING

43 Attachment 13

Town of Orangetown
Table of General Bulk Regulations
(§ 2.12)
R-80 District
R-40 District
R-22 District
R-15 District

[Amended 9-27-2016 by L.L. No. 9-2016; 5-23-2017 by L.L. No. 6-2017]

1	2	3	4	5	6	7	8	9	10	11	12
District	Group	For Uses Listed Below	Maximum Floor Area Ratio	Minimum Lot Area (See Note 14) (square feet)	Minimum Lot Width (feet)	Minimum Street Frontage (See Note 5) (feet)	Required Front Yard (See Notes 6 and 7) (feet)	Required Side Yard (See Note 2) (feet)	Total Side Yard (feet)	Required Rear Yard (See Note 2) (feet)	Maximum Building Height* (See Note 7)
R-15	M	Single-family detached residences and uses in Group B	0.20	15,000	100	75	30	20	50	35	1 foot
	M1	Same as Group B	0.20	3 acres	200	150	60	40	80	50	1 foot
	N	Attached veteran housing and single-family attached residences for adults in buildings not more than 2 stories high**	0.20 (See Note 13)	See Note 13	100	75	30	30	75	35	8 inches
	O	All other uses allowed in R-15 (See Notes 3 and 13)	0.20	30,000	250	100	100	75	200	100	3 inches
	P	Police, fire, government buildings	None	None	None	50	100	100	200	100	None

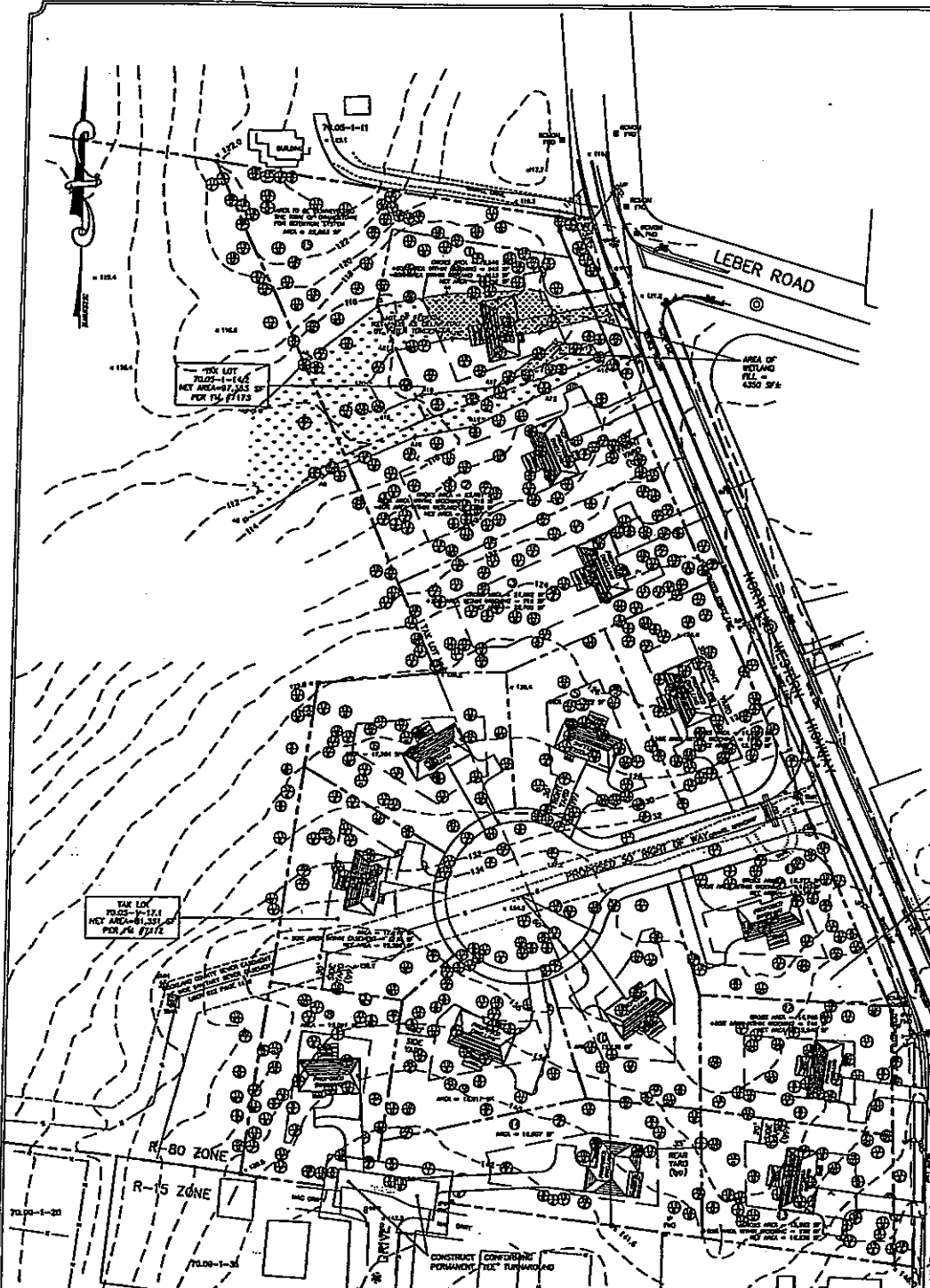
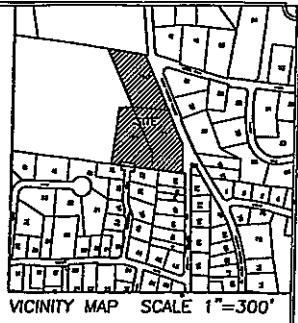
NOTES:

* Maximum height in feet and inches per foot from lot line.

** Not more than five dwelling units per acre for adult housing on a minimum of five acres.

*** The limitations of Note 13 shall not apply to attached veteran housing to the extent same impose limits or requirements relating to bedroom count or prior construction within 500 feet.

EXHIBIT "D"



TAX LOT
7022-1-14,1
NET AREA=101,852 SF
FOR PL #1123

TAX LOT
7022-1-11,12
NET AREA=61,331 SF
FOR PL #1122

- PRICE LEGEND**
1. SIZE IN INCHES BARRETT OR SHOWN AS DIMENSIONS
LETTER INDICATES PRICE TYPE (SEE BELOW)
BIDDING METHOD (1) (2) BIDDING METHOD
- | | |
|-----------|--------------|
| A - A/R | K - ASPIC |
| B - BRCH | L - P/R |
| BC - BRCH | S - S/R |
| C - CH/RY | SE - S/R/S/R |
| D - CH/RY | SC - S/R/S/R |
| E - CH/RY | SE - S/R/S/R |
| F - CH/RY | SE - S/R/S/R |
| G - CH/RY | SE - S/R/S/R |
| H - CH/RY | SE - S/R/S/R |
| I - CH/RY | SE - S/R/S/R |
| J - CH/RY | SE - S/R/S/R |
| K - CH/RY | SE - S/R/S/R |
| L - CH/RY | SE - S/R/S/R |
| M - CH/RY | SE - S/R/S/R |
| N - CH/RY | SE - S/R/S/R |
| O - CH/RY | SE - S/R/S/R |
| P - CH/RY | SE - S/R/S/R |
| Q - CH/RY | SE - S/R/S/R |
| R - CH/RY | SE - S/R/S/R |
| S - CH/RY | SE - S/R/S/R |
| T - CH/RY | SE - S/R/S/R |
| U - CH/RY | SE - S/R/S/R |
| V - CH/RY | SE - S/R/S/R |
| W - CH/RY | SE - S/R/S/R |
| X - CH/RY | SE - S/R/S/R |
| Y - CH/RY | SE - S/R/S/R |
| Z - CH/RY | SE - S/R/S/R |

- LEGEND**
- 10' --- CONTOUR
 - 20' --- SPOT GRADE
 - 30' --- CATCH BASIN/YIELD W/LET
 - 40' --- DRAIN LINE
 - 50' --- SANITARY MANHOLE / P/R
 - 60' --- EDGE OF PAVED/PT
 - 70' --- CONCRETE CURB
 - 80' --- GAS LINE / VALVE
 - 90' --- WATER LINE / VALVE
 - 100' --- UTILITY POLE
 - 110' --- LIGHT POLE
 - 120' --- OVERHEAD WIRE
 - 130' --- UNDERGROUND ELECTRIC

GROUP	NO.	DATE	BY	CHKD	APP'D	REVISIONS
1	1	3/23/24	JAG	JAG	JAG	INITIALS

EXHIBIT "D"

SUBDIVISION R-15

HUDSON VALLEY NURSERY INC & HEGARTY HOMES INC.

TOWN OF ORANGETOWN
ROCKLAND COUNTY, NEW YORK

JAY A. GREENWELL, PLS, LLC

LAND SURVEYING - LAND PLANNING
85 LAFAYETTE AVENUE, SUFFERN, NEW YORK, 10981

DATE	REVISIONS	TAX LOT # (SEE ABOVE)
3/23/24	1	AREA 280,722 SF 8.44 AC±
		FILE 21916CONCP
		SCALE 1"=40'
		DATE 3/23/24
		JOB NO. 21016

MUNICIPALITY/SPONSOR: **Town of Orangetown**

PROJECT ID NUMBER (PIN): **8763.16** BIN: **N/A**

CFDA NUMBER: **20.205**

PHASE: PER SCHEDULES A

Date Prepared: **8/19/2024** By: **GC**

Initials

Federal aid Local Project Agreement

COMPTROLLER'S CONTRACT NO _____

This Agreement is by and between:

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

and

the **Town of Orangetown** (the "Municipality/Sponsor")
acting by and through **Superintendent of Highways**
with its office at **119 Route 303, Orangeburg, NY 10962.**

This Agreement identifies the party responsible for administration and establishes the method or provision for funding of applicable phases of a Federal aid project for the improvement of a street or highway, not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement or one or more Supplemental Schedule(s) A to this Agreement as duly executed and approved by the parties hereto. The phases that are potentially the subject of this Agreement, as further enumerated below, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; Construction; and/or Construction Supervision and Inspection. The Federal aid project shall be identified for the purposes of this Agreement as **PIN 8763.16 - Margaret Keahon Drive over Muddy Brook Bridge Replacement, Town of Orangetown, Rockland County** (as more specifically described in such Schedule A, the "Project").

WITNESSETH:

WHEREAS, the United States has provided for the apportionment of Federal aid funds to the State for the purpose of carrying out Federal aid highway projects pursuant to the appropriate sections of Title 23 U.S. Code as administered by the Federal Highway Administration ("FHWA"); and

WHEREAS, the New York State Highway Law authorizes the Commissioner of Transportation (hereinafter referred to as "Commissioner") to use Federal aid available under the Federal aid highway acts and provides for the consent to and approval by the Municipality/Sponsor of any project under the Federal aid highway program which is not on the State highway system before such Project is commenced; and

WHEREAS, pursuant to Highway Law §10 (34-a) and section 15 of Chapter 329 of the Laws of 1991 as amended by section 9 of Chapter 330 of the Laws of 1991, as further amended by Chapter 57 of the Laws of New York of 2014, and Chapter 794 of the laws of 2022, as further amended by Chapter 3 of the laws of 2023 (effective December 28, 2023), the State has established the "Marchiselli" Program, which provides certain State-aid for Federal aid highway projects not on the State highway system; and

MUNICIPALITY/SPONSOR: Town of Orangetown

PROJECT ID NUMBER (PIN): 8763.16 BIN: N/A

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

Date Prepared: 8/19/2024 By: GC

Initials

WHEREAS, funding of the "State share" of projects under the Marchiselli Program is administered through the New York State Office of the Comptroller ("State Comptroller"); and

WHEREAS, Highway Law §80-b authorizes the funding of eligible costs of Federal aid Municipal/Sponsor streets and highway projects using State-aid and Federal aid; and

WHEREAS, project eligibility for Marchiselli Program funds is determined by NYSDOT; and

WHEREAS, pursuant to authorizations therefore, NYSDOT and the Municipality/Sponsor are desirous of progressing the Project under the Federal aid and, if applicable, Marchiselli-aid Programs; and

WHEREAS, The Legislative Body of the Municipality/Sponsor by Resolution No. _____ adopted at meeting held on _____ approved the Project, the Municipality/Sponsor's entry into this Agreement, has appropriated necessary funds in connection with any applicable Municipal/Sponsor Deposit identified in applicable Schedules A and has further authorized the _____ of the Municipality/Sponsor to execute this Agreement and the applicable Schedule A on behalf of the Municipality/Sponsor and a copy of such Resolution is attached to and made a part of this Agreement (where New York City is the Municipality/Sponsor, such resolution is not required).

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The Agreement consists of the following:

- Agreement Form - this document titled "Federal aid Local Project Agreement";
- Schedule "A" - Description of Project Phase, Funding and Deposit Requirements
- Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility
- Appendix "A" - New York State Required Contract Provisions
- Appendix "A-1" - Supplemental Title VI Provisions (Civil Rights Act)
- Appendix "B" - U.S. Government Required Clauses (Only required for agreements with federal funding)
- Municipal/Sponsor Resolution(s) - duly adopted Municipal/Sponsor resolution authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor and appropriating the funding required, therefore. (Where New York City is the Municipality/Sponsor, such resolution is not required).

***Note – Resolutions for Bridge NY projects must also include an express commitment by the Municipality/Sponsor that construction shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction.**

MUNICIPALITY/SPONSOR: Town of Orangetown

PROJECT ID NUMBER (PIN): 8763.16 BIN: N/A

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

Date Prepared: 8/19/2024 By: GC

Initials

2. *General Description of Work and Responsibility for Administration and Performance.* Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the development of such Schedule(s) A for the purposes of conforming to New York State or to Federal Highway Administration requirements.

The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the "Local Projects Manual (LPM)" (available through NYSDOT's web site at <https://www.dot.ny.gov/plafap>, and as such may be amended from time to time.

3. *Municipal/Sponsor Deposit.* Where the work is performed by consultant or construction contract entered into with NYSDOT, or by NYSDOT forces, and unless the total non-Federal share of the Project phase is under \$5,000, the Municipality/Sponsor shall deposit with the State Comptroller, prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the non-Federal share of the Project costs due in accordance with Schedule A.

4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply Federal aid and the required Municipality/Sponsor Deposit for the non-Federally aided portion, and, if applicable, shall request State Comptroller funding of Marchiselli aid to the Municipality/Sponsor as described below. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor with Federal aid and, if applicable, Marchiselli aid as described below. NYSDOT will periodically make reimbursements upon request and certification by the Sponsor. The frequency of reimbursement requests must be in conformance with that stipulated in the NYSDOT Standard Specifications; Construction and Materials (section 109-06, Contract Payments). NYSDOT recommends that reimbursement requests not be submitted more frequently than monthly for a typical project. In all cases, reimbursement requests must be submitted at least once every six months.

4.1 *Federal aid.* NYSDOT will administer Federal funds for the benefit of the Municipality/Sponsor for the Federal share and will fund the applicable percentage designated in Schedule A of Federal aid participating costs incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse Federal aid-eligible expenditures in accordance with NYSDOT policy and procedures.

4.1.1 *Participating Items.* NYSDOT shall apply Federal funds only for that work and those items that are eligible for Federal participation under Title 23 of U.S. Code, as amended, that requires Federal aid eligible projects to be located on the Federal Aid Highway System ("FAHS"), except for bridge and safety projects which can be located off the FAHS. Included among the Federal participating items are the actual cost of employee personal services and leave and fringe benefit additives. Other participating costs include materials and supplies, equipment use charges, or other Federal Participating costs directly identifiable with the eligible project.

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4.2 *Marchiselli Aid (if applicable)*. NYSDOT will request State Comptroller reimbursement to the Municipality of the upset amount and designated percentage in Schedule A of the non-overmatched non-Federal share of Federal participating cost, (the "State share"), incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. Not all Federal aid-eligible participating costs are eligible for Marchiselli aid. Only "Eligible Project Costs" (as defined in Marchiselli Program instructions issued by NYSDOT) incurred after April 1, 1991, are reimbursable.

4.2.1 *Marchiselli Eligible Project Costs*. To be eligible for Marchiselli Aid, Project costs must: (a) be eligible for Federal participation as described under 4.1 above; (b) be for work which, when completed, has a certifiable service life of at least 10 years; (c) be for work that relates directly and exclusively to a municipally owned highway, bridge or highway-railroad crossing located off the State Highway System; and (d) be submitted for reimbursement in accordance with 4.2.2.

4.2.2 *Marchiselli Reimbursement Requests*. A Sponsor's reimbursement requests are restricted to eligible project costs. To be classified as an "eligible project cost", in addition to other requirements of this agreement, the original expenditure must have been paid within the past 15 months in order to comply with Federal Tax Law (26 CFR 1.150-2 (d)(2)(i)) which governs fund disbursements from the issuance of tax-exempt bonds. Hence, expenditures paid greater than 15 months prior to the reimbursement request are ineligible for reimbursement.

4.2.3 *Marchiselli Extended Records Retention Requirements*.

4.2.3.1 To ensure that NYSDOT meets certain requirements under the Title 49 of the Code of Federal Regulations, Part 26, and to ensure that NYSDOT may authorize the use of funds for this project, notwithstanding any other provision of this Contract to the contrary, the Sponsor must retain the following documents in connection with the Projects:

- a) Documents evidencing the specific assets financed with such proceeds, including but not limited to project costs, and documents evidencing the use and ownership of the property financed with proceeds of the bonds; and
- b) Documents, if any, evidencing the sale or other disposition of the financed property.

4.2.3.2 The Sponsor covenants to retain those records described above, which are used by the Sponsor in connection with the administration of this Program, for thirty-six (36) years after the date of NYSDOT's final payment of the eligible project cost(s).

4.2.3.3 Failure to maintain such records in a manner that ensures complete access thereto, for the period described above, shall constitute a

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material breach of the contract and may, at the discretion of NYSDOT, result in loss of funds allocated, or the Sponsor's repayment of funds distributed, to the Sponsor under this agreement.

4.3 In no event shall the State be obligated to fund or reimburse any costs exceeding:

- (a) the amount stated in Schedule A for the Federal Share; or
- (b) the amount stated in Schedule A as the State (Marchiselli) share.

All items included by the Municipality/Sponsor in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT and the FHWA. Such items shall be subject to audit by the State, the federal government, or their representatives.

4.4 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To affect such payment, the reimbursement to the Municipality/Sponsor provided for in sections 4.1 and 4.2 above may be reduced by NYSDOT by the amounts thereof in excess of the Municipality/Sponsor Deposit available for such payment to NYSDOT.

5. *Supplemental Agreements and Supplemental Schedule(s) A.* Supplemental Agreements or Supplemental Schedule(s) A may be entered into by the parties and must be executed and approved in the manner required for a State contract. A Supplemental Schedule A is defined as a Supplemental Agreement which revises only the Schedule A of a prior Agreement or Supplemental Agreement. In the event Project cost estimates increase over the amounts provided for in Schedule A, no additional reimbursement shall be due to the Municipality/Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A for reimbursement of additional Eligible Project Costs.

6. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for Federal aid or Marchiselli Aid hereunder.

7. *Loss of Federal Participation.* In the event the Municipality/Sponsor withdraws its approval of the project, suspends or delays work on the Project, or takes other action that results in the loss of Federal participation for the costs incurred pursuant to this Agreement, the Municipality/Sponsor shall refund to the State all reimbursements received from the State, and shall reimburse the State for 100% of all preliminary engineering and right-of-way incidental costs incurred by NYSDOT. The State may offset any other State or Federal aid due to the Municipality/Sponsor by such amount and apply such offset to satisfy such refund.

8. *Municipal/Sponsor Liability.*

8.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors, or others in connection therewith. The Municipality/Sponsor specifically agrees that its agents or employees shall possess the

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experience, knowledge, and character necessary to qualify them individually for the particular duties they perform.

8.2 The Municipality/Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor its officers, agents, servants, employees, contractors, subcontractors, or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the Municipality/Sponsor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work. Additionally, the Municipality/Sponsor shall defend the State in any action arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor, its officers, agents, servants, employees, contractors, subcontractors, or others under this Agreement.

8.3 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

8.4 The Commissioner of Transportation or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Municipality/Sponsor. In the event of such suspension, the Municipality/Sponsor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Municipality/Sponsor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

8.5 Upon written notice to the Municipality/Sponsor, and a reasonable opportunity to be heard with appropriate Department of Transportation officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Municipality's/Sponsor's expense where the Municipality/Sponsor is determined by the Commissioner of Transportation or his or her designee to be non-responsible. In such event, the Commissioner of Transportation or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

9. *Maintenance.* The Municipality/Sponsor shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality/Sponsor. If the Municipality/Sponsor intends to have the project maintained by another, any necessary maintenance agreement will be executed and submitted to NYSDOT before construction of the Project is begun. Upon its completion, the Municipality/Sponsor will operate and maintain the Project at no expense to NYSDOT; and during the useful life of the Project, the Municipality/Sponsor shall not discontinue operation and maintenance of the Project, nor dispose of the Project, unless it receives prior written approval to do so from NYSDOT.

9.1 The Municipality/Sponsor may request such approved disposition from NYSDOT where the

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Municipality/Sponsor either causes the purchaser or transferee to assume the Municipality/Sponsor's continuing obligations under this Agreement or agrees immediately to reimburse NYSDOT for the pro-rata share of the funds received for the project, plus any direct costs incurred by NYSDOT, over the remaining useful life of the Project.

9.2 If a Municipality/Sponsor fails to obtain prior written approval from NYSDOT before discontinuing operation and maintenance of the Project or before disposing of the project, in addition to the costs provided, above in 9.1, Municipality/Sponsor shall be liable for liquidated damages for indirect costs incurred by NYSDOT in the amount of 5% of the total Federal and non-Federal funding provided through NYSDOT.

9.3 For NYSDOT-administered projects, NYSDOT is responsible for maintenance only during the NYSDOT administered construction phase. Upon completion of the construction phase, the Municipality/Sponsor's maintenance obligations start or resume.

10. *Independent Contractor.* The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security, or Retirement membership or credit.

11. *Contract Executory; Required Federal Authorization.* It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies available to the State and no liability on account thereof shall be incurred by the State beyond monies available for the purposes hereof. No phase of work for the project shall be commenced unless and until NYSDOT receives authorization from the Federal government.

12. *Assignment or Other Disposition of Agreement.* The Municipality/Sponsor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company, or corporation without previous consent in writing of the Commissioner.

13. *Term of Agreement.* The Project phase(s) and Term are identified in Schedules (A) executed herewith and incorporated herein or as subsequently identified in a duly executed and approved supplemental Schedule(s) A as of the date of such supplemental Schedule(s) A. This Agreement shall remain in effect so long as Federal aid and Marchiselli-aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued, or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a Federal or State budgetary hiatus will not by itself be construed to cause a lapse in this Agreement provided any necessary Federal or State appropriations or other funding authorizations therefore are eventually enacted.

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13.1 ***Time is of the essence (Bridge NY Projects).*** The Municipality/Sponsor understands and agrees that construction of Bridge NY Projects shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction.

14. ***NYSDOT Obligations.*** NYSDOT's responsibilities and obligations are as specifically set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Municipality/Sponsor assert, make or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.

15. ***Offset Rights.*** In addition to any and all set-off rights provided to the State in the attached and incorporated Appendix A, Standard Clauses for New York Contracts, NYSDOT shall be entitled to recover and offset from the Municipality/Sponsor any ineligible reimbursements and any direct or indirect costs to the State as to paragraph 6 above, as well as any direct or indirect costs incurred by the State for any breach of the term of this agreement, including, but not limited to, the useful life requirements in paragraph 9 above. At its sole discretion NYSDOT shall have the option to permanently withhold and offset such direct and indirect cost against any monies due to the Municipality/Sponsor from the State of New York for any other reason, from any other source, including but not limited to, any other Federal or State Local Project Funding, and/or any Consolidated Highway and Local Street Improvement Program (CHIPS) funds.

16. ***Reporting Requirements.*** The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and the Local Projects Manual and in accordance with current Federal and State laws, rules, and regulations.

17. ***Notice Requirements.***

- 17.1 All notices permitted or required hereunder shall be in writing and shall be transmitted:
- (a) Via certified or registered United States mail, return receipt requested;
 - (b) By facsimile transmission,
 - (c) By personal delivery,
 - (d) By expedited delivery service; or
 - (e) By e-mail.

Such notices shall be address as follows or to such different addresses as the parties may from time-to-time designate:

New York State Department of Transportation (NYSDOT)

Name: Orietta Trocard

Title: Regional Local Projects Liaison

Address: 4 Burnett Boulevard, Poughkeepsie, NY 12603

Telephone Number: 845-437-3386

Facsimile Number: _____

E-Mail Address: orietta.trocard@dot.ny.gov

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[Municipality/Sponsor] Town of Orangetown

Name: James J. Dean

Title: Superintendent of Highways

Address: 119 Route 303, Orangeburg, NY 10962

Telephone Number: 845-359-6500

Facsimile Number: 845-359-6062

E-Mail Address: highwaydept@orangetown.com

17.2 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

18. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices from the Statewide Financial System (SFS). The contracting local Municipality/Sponsor shall comply with the State Comptroller's procedures for all Federal and applicable State Aid to authorize electronic payments.

Instructions and authorization forms are available on the State Comptroller's website at <https://www.osc.ny.gov/state-vendors>. Registration forms and instructions can be found at the NYSDOT [Electronic Payment Guidelines](#) website at:

[https://www.dot.ny.gov/divisions/operating/opdm/local-programs-bureau/locally-administered-federal-aid-projects/Electronic Payment Guidelines](https://www.dot.ny.gov/divisions/operating/opdm/local-programs-bureau/locally-administered-federal-aid-projects/Electronic%20Payment%20Guidelines).

The Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this agreement if it does not comply with the applicable State Comptroller and/or NYS State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

19. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable

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federal, state, and local laws, rules, and regulations, including but not limited to the following:

19.1 Title 49 of the Code of Federal Regulations Part 26 (49 CFR 26), Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs; Title 23 Code of Federal Regulations Part 230 (23 CFR 230), External Programs; and, Title 41 of the Code of Federal Regulations Part 60 (41 CFR Subtit. B, Ch. 60) Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, including the requirements thereunder related to utilization goals for contracting opportunities for disadvantaged business enterprises (DBEs) and equal employment opportunity.

19.1.1 If the Municipality/Sponsor fails to monitor and administer contracts funded in whole or in part in accordance with Federal requirements, the Municipality/Sponsor will not be reimbursed for ineligible activities within the affected contracts. The Municipality/Sponsor must ensure that the prime contractor has a Disadvantaged Business Enterprise (DBE) Utilization Plan and complies with such plan. If, without prior written approval by NYSDOT, the Municipality/Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the DBE Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this agreement or such portion of this agreement or (2) assess liquidated damages in an amount of up to 20% of the pro rata share of the Municipality/Sponsor's contracts and subcontracts funded in whole or in part by this agreement for which contract goals have been established.

19.2 New York State Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act (NY CLS ECL, Art. 6), including providing true, timely and accurate information relating to the project to ensure compliance with the Act.

19.3 28 CFR 35.105, which requires a Municipality/Sponsor employing 50 or more persons to prepare a Transition Plan addressing compliance with the Americans with Disabilities Act (ADA).

20. *Compliance with Procedural Requirements.* The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the Local Projects Manual (LPM), which, as such, may be amended from time to time. Locally administered Federal aid transportation projects must be constructed in accordance with the current version of NYSDOT Standard Specifications; Construction and Materials, including any and all modifications to the Standard Specifications issued by the Engineering Information Issuance System, and NYSDOT-approved Special Specifications for general use. (Cities with a population of 3 million or more may pursue approval of their own construction specifications and procedures on a project by project basis).

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Comptroller's Contract Number: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials.

MUNICIPALITY/SPONSOR:

MUNICIPALITY/SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

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

On this _____ day of _____, 20__ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

By: _____
For Commissioner of Transportation

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

Date: _____

APPROVED AS TO FORM:

STATE OF NEW YORK ATTORNEY GENERAL

By: _____
Assistant Attorney General

COMPTROLLER'S APPROVAL:

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

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYSDOT/ State-Local Agreement - Schedule A for PIN 8763.16

Form containing contract details: OSC Contract #, Contract Start/End Dates, Purpose, Agreement Type, Authorized Project Phase(s), Work Type, Project Description, and Marchiselli Eligibility.

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

Table with 8 columns: PIN Fiscal Share, Current or Old entry indicator, Funding Source (Percentage), TOTAL Costs, FEDERAL Funds, STATE Funds, LOCAL Funds, and LOCAL DEPOSIT AMOUNT (Required only if State Administered). Rows include PIN 8763.16.121 and 8763.16.NPS with current and old cost entries.

NYSDOT/State-Local Agreement – Schedule A PIN 8763.16

B. Local Deposit(s) from Section A:	\$ 0.00
Additional Local Deposit(s)	\$0.00
Total Local Deposit(s)	\$ 0.00

C. Total Project Costs <i>All totals will calculate automatically.</i>			
Total FEDERAL Cost	Total STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$352,953.00	\$ 0.00	\$16,576.00	\$369,529.00
		Total FEDERAL Cost	\$352,953.00
		Total STATE Cost	\$ 0.00
SFS TOTAL CONTRACT AMOUNT			\$352,953.00

D. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>Giselle Conrad</u> Phone No: <u>845-431-5731</u>
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See Agreement (or Supplemental Agreement Cover) for required contract signatures.

Footnotes (FN): (See [LPB's](#) SharePoint for link to sample footnotes)

- Project Description Continued: This project will replace an existing six culvert 35 foot roadway span with a 30 foot bridge that carries Margaret Keahon Drive over the Muddy Brook in the Town of Orangetown in Rockland County.
- This Schedule A adds preliminary design, and detailed design.
- **This is a 2022 Bridge NY project and Federal funding is designated "Bridge Formula Off System"
- Project must begin construction no later than 24 months after award; award is defined as approved State-Local Agreement (SLA) by the NYS Office of the State Comptroller. The Project Sponsor must expeditiously progress the execution of the SLA.
- Projects must be fully completed within 30 months of commencing construction; construction is defined as an award to a contractor or commencement of work by municipal/sponsor work forces. Therefore, Sponsors are strongly encouraged to have projects substantially completed within two years of commencing construction
- xx.121 represents \$176,476 for Preliminary Design Phase and \$176,477 for Detailed Design Phase.
-
-
-
-
-
- PIN 8763.16, 8/19/2024 gc

SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

Instructions: Identify the responsibility for each applicable Sub-phase task by entering X in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

A1. Preliminary Engineering (“PE”) Phase

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u>	<u>Sponsor</u>
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Smart Growth Attestation (NYSDOT ONLY).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Obtain aerial photography and photogrammetric mapping.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Perform all surveys for mapping and design.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Perform landscape design (including erosion control).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT</u>	<u>Sponsor</u>
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Conduct any required soils and other geological investigations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Prepare and execute any required agreements, including: <ul style="list-style-type: none"> - Railroad force account - Maintenance agreements for sidewalks, lighting, signals, betterments - Betterment Agreements - Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities 	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

A2. Right-of-Way (ROW) Incidentals

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT</u>	<u>Sponsor</u>
1. Prepare ARM or other mapping, showing preliminary taking lines.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. ROW mapping and any necessary ROW relocation plans.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Secure Appraisals.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Perform Appraisal Review and establish an amount representing just compensation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

B. Right-of-Way (ROW) Acquisition

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u> <u>Sponsor</u>	
1. Advertise contract lettings and distribute contract documents to prospective bidders.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Compile and submit Contract Award Documentation Package.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review/approve any proposed subcontractors, vendors, or suppliers.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.	<input type="checkbox"/>	<input type="checkbox"/>
7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.	<input type="checkbox"/>	<input type="checkbox"/>
7c. For projects that fall under both 7a and 7b above, check boxes for each.		
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Review and approve all shop drawings, fabrication details, and other details of structural work.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Administer all construction contract claims, disputes or litigation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u>	<u>Sponsor</u>
12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, “the contract” or “this contract”) agree to be bound by the following clauses which are hereby made a part of the contract (the word “Contractor” herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State’s previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller’s approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor’s business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State’s prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER’S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller’s approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller’s approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

4. WORKERS’ COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers’ Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor’s employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in

accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records

must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not

apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this

law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public

Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual

employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a “procurement contract” as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions,

seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

(To be included in all contracts)

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

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

 - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B
REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS
(June 2016)

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its Procedures for Locally Administered Federal-Aid Projects Manual (available through NYSDOT's web site at: <http://www.dot.ny.gov/plafap>). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: <http://www.fhwa.dot.gov/programadmin/contracts/1273.htm>).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION.** No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.
2. **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with the execution of this Agreement, the Municipality/Sponsors contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. **DISADVANTAGED BUSINESS ENTERPRISES.** In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

FEDERAL SINGLE AUDIT REQUIREMENTS

Non-Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency¹ the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

¹ The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE

The Catalog of Federal Domestic Assistance ([CFDA²](http://www.cfda.gov/)), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

THE CFDA IDENTIFICATION NUMBER

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.

Additional CFDA numbers for other transportation and non-transportation related programs are:

- 20.215 Highway Training and Education**
- 20.219 Recreational Trails Program**
- 20.XXX Highway Planning and Construction - Highways for LIFE;**
- 20.XXX Surface Transportation Research and Development;**
- 20.500 Federal Transit-Capital Investment Grants**
- 20.505 Federal Transit-Metropolitan Planning Grants**
- 20.507 Federal Transit-Formula Grants**
- 20.509 Formula Grants for Other Than Urbanized Areas**
- 20.600 State and Community Highway Safety**
- 23.003 Appalachian Development Highway System**
- 23.008 Appalachian Local Access Roads**

PROMPT PAYMENT MECHANISMS

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.

(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by

² <http://www.cfda.gov/>

prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS

In accordance with 46 CFR 381, the contractor agrees:

- (a)** To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (b)** To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (c)** To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.



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* Cert of Ins - Town Of Orangetown.PDF

67.98KB

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 *	Noble Ninth Inc. Traubenfest/Okttoberfest		
Event Location Name *	89 Western Highway		
Event Address *	Street Address		
	89 Western Highway		
	Address Line 2		
	German Masonic Park		
	City	State / Province / Region	
	Tappan	NY	
	Postal / Zip Code	Country	
	10983	United States	
Setup Date & Time *	10/5/2024		
	04:00:00 PM		
Take-Down Date & Time *	10/7/2024		
	07:00:00 AM		
Stair Arrangement *	<input type="radio"/> Right side of stage <input type="radio"/> Left side of stage <input type="radio"/> Front of stage <input checked="" type="radio"/> Not Sure		
Set-up Info *	Please describe in detail what the stage will be used for and how you intend to set it up. If you have a rain date, please list it here so long as all the information above is the same. The stage will be used for musical bands to perform at our festival. No rain date.		
Placement *	<input checked="" type="radio"/> Pavement <input type="radio"/> Grass/Field <input type="radio"/> Other		

Applicant Information

Applicant's Name *	Jan Weinrich
Organization Name *	Noble Ninth Inc.
Organization Address *	89 Western Highway
Organization City *	Tappan
Organization State *	NY
Phone (w) *	10983
Phone (c) *	2012145967

Email *

Janalba@msn.com

Signature *

A rectangular box containing a handwritten signature in cursive script that reads "Jan Weinrich".

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

8/28/2024

12:23:44 PM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/26/2024

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 Wilkinson & Krause Agency Inc 75B Montauk Hwy Blue Point, NY 11715	CONTACT NAME: Paul Krause PHONE (A/C, No. Ext): 631-567-1111 E-MAIL ADDRESS: Info@5starcovrage.com	FAX (A/C, No): 631-218-3411
	INSURER(S) AFFORDING COVERAGE	
INSURED The Noble Ninth Inc 149-39 11th Avenue Whitestone, NY 11357	INSURER A : U.S. Underwriters Insurance Co.	35416
	INSURER B : United States Liability Insurance Co	25895
	INSURER C : Pacific Employers Insurance Company	22748
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 10002707-1334744** **REVISION NUMBER: 6**

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		NPP3552521F	10/05/2023	10/05/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XL1581858F	10/05/2023	10/05/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			NPP3552521F	10/05/2023	10/05/2024	1,000,000/2,000,000
C	Directors/Officers			NFPNYF137986553-007	12/02/2023	12/02/2024	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is named as additional insured, ATIMA.

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  (PBK)

RECEIVED
AUG 26 2024
TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

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

PERMIT # 24-SP-039

RECEIVED
SEP 9 2024
Orangetown Police Department

EVENT NAME: Pearl River Day
APPLICANT NAME: Pearl River Chamber of Commerce
ADDRESS: PO Box 829 Pearl River, NY 10965
PHONE #: _____ CELL # 914 588 3875 FAX # _____
CHECK ONE: PARADE _____ RACE/RUN/WALK _____ OTHER festival
The above event will be held on 10/19/24 from 8am to 7pm RAIN DATE: _____
Location of event: Central Ave from John to Main / William St from Franklin to Washington
Sponsored by: PR Chamber of Commerce Telephone #: 914 588 3875
Address: PO Box 829 Pearl River NY 10965
Estimated # of persons participating in event: 7,500 vehicles NONE

Person (s) responsible for restoring property to its original condition: Name-Address-Phone #:
Michael O'Sullivan 9 Franklin Ave Pearl River 914 588 3875
Signature of Applicant: [Signature] Date: 8/26/24

GENERAL INFORMATION REQUIRED: (HIGHWAY/PARKS/POLICE)
Hold Harmless Agreement: 8/26/24
Letter of Request to Town Board requesting aid for event - Received On: 8/26/24
Certificate of Insurance - Received On: 8/26/24

FOR HIGHWAY DEPARTMENT USE ONLY:
Road Closure Permit: N - Received On: 8/26/24
Rockland County Highway Dept. Permit: N - Received On: 8/26/24
NYS DOT Permit: Y / N - Received On: X
Route/Map/Parking Plan: Y / N - Received On: -
RFS #: 61635 BARRICADES: Y / N CONES: Y / N TRASH BARRELS: N OTHER: Message Board + Detour Signs

APPROVED: [Signature] DATE: MOX/27/24
Superintendent of Highways

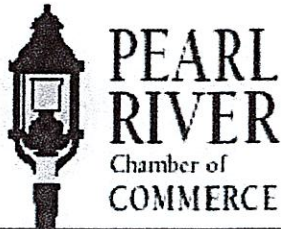
FOR PARKS & RECREATION DEPARTMENT USE ONLY:
Show Mobile: N - Application Required: on file Fee Paid - Amount/Check # \$500.00
Port-o-Sans: N: on file Other: _____
APPROVED: [Signature] DATE: 9/5/24
Superintendent of Parks & Recreation

FOR POLICE DEPARTMENT USE ONLY:
Police Detail: Y / N: _____ Items: _____
APPROVED: [Signature] DATE: 9/9/2024
Chief of Police

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

Workshop Agenda Date: 9/24/24 Approved On: _____ TBR #: _____

RECEIVED
SEP 13 2024
TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT



Pearl River's future is our business

PO Box 829
Pearl River, NY 10965
www.pearlriverny.org

Officers:

President – Raymond Sheridan
Vice President – Mark Griffith
Treasurer – Neil O'Sullivan
Secretary – Michael O'Sullivan

Board Members

John Lowry
Armando Cedeira
Joe Longobordo
Ermanno Munno
Robert Tompkins

RECEIVED

AUG 26 2024

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

August 21, 2024

**Town of Orangetown
26 Orangeburg Rd
Orangeburg, NY 10962**

To the Town Board,

The Pearl River Chamber of Commerce's Pearl River Day Committee is requesting the use of the following items from the Highway Department for Pearl River Day, being held on 10/19/24:

- **50 Trash Cans**
- **Barricades for four intersections**
- **12 additional barricades for ride control**
- **Electronic sign to be placed a few days before the 10/19 event by TD Bank**
- **Detour signs to post on the barricades**

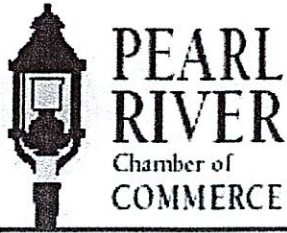
The Pearl River Chamber of Commerce will submit the appropriate permits to the Highway Department in addition to this request.

Please feel free to contact me with any questions, comments or concerns. I can be reached at 914-588-3875 or info@pearlriverday.com.

I appreciate your consideration and prompt attention to this matter.

Thank you,

**Michael O'Sullivan
Pearl River Day Committee Chair
Pearl River Chamber of Commerce**



Pearl River's future is our business

PO Box 829
Pearl River, NY 10965
www.pearlriverny.org

Officers:

President – Raymond Sheridan
Vice President – Mark Griffith
Treasurer – Neil O'Sullivan
Secretary – Michael O'Sullivan

Board Members

John Lowry
Armando Cedeira
Joe Longobordo
Ermanno Munno
Robert Tompkins

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AUG 26 2024

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

August 21, 2024

**Town of Orangetown
26 Orangeburg Rd
Orangeburg, NY 10962**

To the Town Board,

The Pearl River Chamber of Commerce appreciates the long-standing support provided by the Town Board for our annual Pearl River Day Festival. In prior years, the Chamber has received contributions from the Town of Orangetown in order to assist with the cost of public safety.

We seek your support once again this year. Traditionally, the Town of Orangetown has contributed toward expenses incurred for policing for the event. We respectfully request your assistance as the number of spectators continues to grow each year. We anticipate approximately 7,500 people will be in attendance on October 19, 2024.

Please feel free to contact me with any questions, comments or concerns. I can be reached at 914-588-3875 or info@pearlriverday.com.

I appreciate your consideration and prompt attention to this matter.

Thank you,

**Michael O'Sullivan
Pearl River Day Committee Chair
Pearl River Chamber of Commerce**



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Ermanno Munno
Robert Tompkins

August 21, 2024

**Town of Orangetown
26 Orangeburg Rd
Orangeburg, NY 10962**

To the Town Board,

The Pearl River Chamber of Commerce’s Pearl River Day Committee is requesting the use of the following items from the Parks Department for Pearl River Day, being held on 10/19/24:

- Showmobile
- 12 Port-a-Potties

The Pearl River Chamber of Commerce will submit the appropriate permits to the Parks Department in addition to this request.

Please feel free to contact me with any questions, comments or concerns. I can be reached at 914-588-3875 or info@pearlriverday.com.

I appreciate your consideration and prompt attention to this matter.

Thank you,

**Michael O’Sullivan
Pearl River Day Committee Chair
Pearl River Chamber of Commerce**

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AUG 26 2024

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT

DEFENSE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

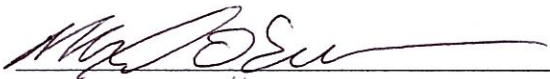
Pearl River Chamber of Commerce, with an address of PO Box 529 Pearl River, in consideration and as a condition of a Special Use permit ("Permit Holder"), hereby agrees, covenants, promises, represents and pledges to defend, indemnify and save the Town of Orangetown ("Town"), Town of Orangetown Highway 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

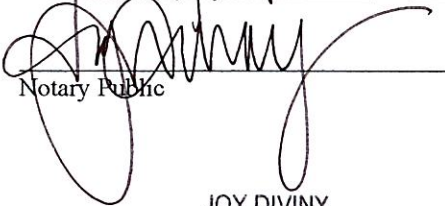
all of the foregoing as relating to, arising out of, or occurring in connection with the following [DESCRIBE PROJECT OR EVENT]: Pearl River Day.

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:)

By: 
Michael O'Sullivan

Sworn to before me this 20 day
of August, 2024


Notary Public

JOY DIVINY
Notary Public-State of New York
No. 02DI6063726
Qualified in Rockland County
Commission Expires September 10, 2025



PEARRIV-01

JBENNETT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/9/2024

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).

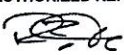
PRODUCER Maury, Donnelly & Parr, Inc. 24 Commerce St. Baltimore, MD 21202	RECEIVED		CONTACT NAME: PHONE (A/C, No, Ext): (410) 685-4625	FAX (A/C, No): (410) 685-3071	
	AUG 26 2024		E-MAIL ADDRESS:		
INSURED The Pearl River Chamber of Commerce P.O. Box 829 Pearl River, NY 10965	TOWN OF ORANGETOWN HIGHWAY DEPARTMENT			INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: American Casualty Co. of Reading, PA			20427	
	INSURER B:				
	INSURER C:				
	INSURER D:				
	INSURER E:				
INSURER F:					

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		4025932540	7/1/2024	7/1/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is listed as an additional insured

CERTIFICATE HOLDER Town of Orangetown 26 W. 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 

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

RECEIVED

AUG 26 2024

TOWN OF ORANGETOWN
HIGHWAY DEPARTMENT



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

ROAD CLOSING PERMIT APPLICATION
Section 139 Highway Law

NAME Michael O'Sullivan DATE 8/26/24

COMPANY Pearl River Chamber of Commerce

ADDRESS PO Box 829 Pearl River NY 10965

TELEPHONE 914 588 3875

(INCLUDE 24 HOUR EMERGENCY NUMBERS)

ABOVE MENTIONED PARTY REQUESTS PERMISSION TO CLOSE:

William St
(Address number and name of road)

from Washington to Franklin
(Intersecting streets and/or description of exact location)

REASON FOR CLOSING Pearl River Day

DATE OF CLOSING 10/19/24 RAIN DATE _____

TIME ROAD WILL BE CLOSED 8am - 7pm

WILL ROAD BE OPEN TO LOCAL TRAFFIC? No

WILL ROAD BE OPEN TO EMERGENCY VEHICLES? No

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

PRELIMINARY APPROVAL *James J. Dean* DATE 8.27.24
JAMES J. DEAN
SUPERINTENDENT OF HIGHWAYS MO 8/27/24

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 · ORANGEBURG · TAPPAN · SPARKILL · PALISADES · UPPER GRANDVIEW · SOUTH NYACK



CLEAN STREETS = CLEAN STREAMS

RECEIVED

AUG 26 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: Pearl River Day

Date (s): 10/19/24 Time (s): 7am - 8pm No. of Participants: 50,000

Type of Event (check all that apply):

Filming Parade or Procession Assemblage Festival Other _____

<u>Location</u> (Specify Highways by Street Name and/or Route Number)	<u>Municipality</u> (Towns, Villages)
<u>Central Ave from John to Main</u>	<u>Pearl River</u>

Applicant Information:

Pearl River Chamber of Commerce
Applicant (individual, organization, group)

PO Box 829
Mailing Address

Pearl River, NY 10965
City, State, Zip Code

info@pearlriverday.com
Email Address

Michael J. Sullivan
Authorized Representative (if different from Applicant)

914 585 3875
Telephone Number (including area code)

Cell Phone Number (including area code)

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

Operations and Safety Plan coordinated with town of
Orangetown



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

Both Franklin Ave and Washington Ave will remain open

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

Yearly event publicized by posters and social media

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

Yearly event run with cooperation of Orangetown PD,
PRFD and Ambulance Corp.

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

Orangetown PD coordinates

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

Orangetown PD coordinates

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

None

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
- Half Day - \$250.00

No. of Days 1

Total Amount \$ 0

Fee waved

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

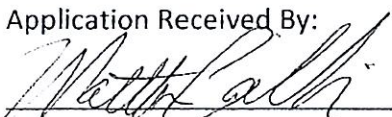
1. **Municipal Approvals** (The applicant shall provide proof of approval from each municipality – Town, Village – through which the event passes indicating that the Municipality has no objection to the event taking place. This proof of approvals may be in the form of a letter, permit, resolution, email,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

8/21/24
Date

Application Received By:


RCHD Representative's Signature

8/26/2024
Date

Application Approved By:


RCHD Superintendent of Highways

8/26/24
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 * Pearl River Day

Event Location Name * Central Ave

Event Address *

Street Address	
Central Ave	
Address Line 2	
City	State / Province / Region
Pearl River	NY
Postal / Zip Code	Country
10965	United States

Event Start Date * 10/19/2024
08:00:00 AM

Event End Date * 10/19/2024
07:00:00 PM

Set-up Info * Please describe the exact location the units should be placed on the event site
7 Regular and 1 ADA Northwest corner of Central Ave Field
3 Regular and 1 ADA on William Street

Number of regular units required * 10

Number of ADA units required * 2

Total Number of units required * 12

Applicant Information

Applicant First Name * Michael

Applicant Last Name * O'Sullivan

Organization Name * Pearl River Chamber of Commerce

Organization Not For Profit? * Yes
 No

Organization Address *

Street Address

PO Box 829

Address Line 2

City

Pearl River

Postal / Zip Code

10965

State / Province / Region

NY

Country

United States

Phone (w) * 9145883875

Phone (c) * 9145883875

Email * info@pearlriverday.com

Certificate of Insurance *

img-240826102806.pdf

130.59KB

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.

Michael O'Sullivan



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* img-240826102806.pdf

130.59KB

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 Day

Event Location Name * Central Ave

Event Address *

Street Address
105 East Central Avenue
Address Line 2

City Pearl River State / Province / Region NY
Postal / Zip Code 10965-2325 Country US

Setup Date & Time * 10/19/2024
08:00:00 AM

Take-Down Date & Time * 10/19/2024
07:00:00 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.
Live musical performances

Placement *

Pavement
 Grass/Field
 Other

Applicant Information

Applicant's Name * Michael O'Sullivan

Organization Name * Pearl River Chamber of Commerce

Organization Address * PO Box 829

Organization City * Pearl River

Organization State * NY

Phone (w) * 9145883875

Phone (c) * 9145883875

Email * info@pearlriverday.com

Signature*

Michael O'Sullivan

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

9/19/2024

10:15:22 AM



PEARRIV-01

JBENNETT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/9/2024

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 Maury, Donnelly & Parr, Inc. 24 Commerce St. Baltimore, MD 21202		CONTACT NAME: PHONE (A/C, No, Ext): (410) 685-4625 FAX (A/C, No): (410) 685-3071 E-MAIL ADDRESS:	
INSURED The Pearl River Chamber of Commerce P.O. Box 829 Pearl River, NY 10965		INSURER(S) AFFORDING COVERAGE INSURER A: American Casualty Co. of Reading, PA INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 20427	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		4025932540	7/1/2024	7/1/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is listed as an additional insured

CERTIFICATE HOLDER

Pearly River School District
275 E. Central Avenue
Pearl River, NY 10965

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



PEARRIV-01

JBENNETT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/9/2024

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 Maury, Donnelly & Parr, Inc. 24 Commerce St. Baltimore, MD 21202		CONTACT NAME: PHONE (A/C, No, Ext): (410) 685-4625 FAX (A/C, No): (410) 685-3071 E-MAIL ADDRESS:	
INSURED The Pearl River Chamber of Commerce P.O. Box 829 Pearl River, NY 10965		INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: American Casualty Co. of Reading, PA 20427 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		4025932540	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> 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) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is listed as an additional insured

CERTIFICATE HOLDER

CANCELLATION

Town of Orangetown
26 W. Orangeburg Road
Orangeburg, NY 10962

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

AUTHORIZED REPRESENTATIVE



PEARRIV-01

JBENNETT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/9/2024

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.

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INSURED The Pearl River Chamber of Commerce P.O. Box 829 Pearl River, NY 10965		INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: American Casualty Co. of Reading, PA 20427 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:	X		4025932540	7/1/2024	7/1/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> 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) Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is listed as an additional insured

CERTIFICATE HOLDER

County of Rockland
Highway Department
23 New Hempstead Road
New City, NY 10956

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

WARRANT

Warrant Reference	Warrant #	Amount
Approved for payment in the amount of		
	090424	\$ 343,376.92 utilities & other
	091124	\$ 177,431.03
	092424	\$ 2,669,553.87
		\$ 3,190,361.82

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: 09/19/24
CC: DEPARTMENT HEADS



The audit for the Town Board Meeting of 09/24/2024 consists of 3 warrants for a total of \$3,190,361.82.

The first warrant had 28 vouchers for \$343,376 and was for utilities and the golf course contract.

The second warrant had 31 vouchers for \$177,431 and was for utilities.

The third warrant had 159 vouchers for \$2,669,553 and had the following items of interest.

1. A+ Technology & Security (p2) - \$36,585 for security upgrades at Franklin Park.
2. Capasso & Sons (p9) - \$102,926 for recycling.
3. Crown, Castle Fiber (p12) - \$6,768 for connectivity.
4. Fred Devens Construction (p18) - \$65,814 for Tier IV pump station project.
5. Global Montello (p21) - \$19,928 for fuel.
6. Goosetown Enterprises (p22) - \$8,345 for Police equipment leases.
7. Hempstead Lincoln Mercury Motors (p24) - \$225,910 for Police vehicles (bonded).
8. Joe Lombard Plumbing & Heating (p27) - \$5,578 for A/C repairs Blue Hill.
9. Keane & Beane (p29) - \$6,006 for outside legal counsel.
10. Koester Associates (p29) - \$15,065 for sewer plant repairs.
11. NYPA (p33) - \$21,278 for streetlight project.
12. NYS Dept. of Civil Service (p34) - \$1,048,520 for health care insurance.
13. Peckham Road Corp. (p36) - \$371,166 for Highway chip seal.
14. Reiner Pump Systems (p38) - \$84,666 for sewer sudge pump rebuild (bonded).

15. Robert Green Truck (p39) - \$6,509 for Sewer plow.
16. Ron's Quality Automotive (p42) - \$5,986 for vehicle repair.
17. Sealcoating USA (p44) - \$245,950 for Highway surfacing.
18. Skyhawks Sports Academy (p45) - \$7,869 for Parks camp program.
19. Tilcon, NY (p39) - \$6,093 for Highway materials.
20. Vanas Construction (p53) - \$520,251 for GC new town hall.
21. WW Grainger (p57) - \$7,417 for IT Highway equipment.

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

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